

<b>SOLICITATION, OFFER AND AWARD</b>		1. This Contract is a Rated Order Under DPAS (15 CFR 350)		Rating	Page 1 of pages 102
2. Contract No.	3. Solicitation No. DG133W-03-RP-0012	4. Solicitation Type <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	5. Date Issued 02/07/2003	6. Requisition/Purchase No. AJF30000-3-00323	
7. Issued By DOC/NOAA/NWS Acquisition Management Div. OFA63 1305 East West Hwy, SSMC 4, Suite 7129 Silver Spring, MD 20910		Code AJF30012		8. Address Offer To (If other than item 7) DOC/NOAA/NWS Acquisition Management Div. OFA63 1305 East West Hwy, SSMC4, Suite 7129 Silver Spring, MD 20910	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 02:00 PM (hour) local time Mar 10, 2003 (date).

CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name Anita R. Middleton ARM	B. Telephone No. (include area code) (NO COLLECT CALLS) 301-713-0828 x129
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. Discount for Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days %	20 Calendar Days %	30 Calendar Days %	_____ Calendar Days %
14. Acknowledgment of Amendments The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or print)
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15B. Telephone No. (Include area code)	15C. Check if Remittance Address is difference from above. Enter such address in Schedule.	17. Signature	18. Offer Date
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### AWARD (To be completed by Government)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Authority for Using Other Than Full and Open Competition: <input type="checkbox"/> 10 U.S.C. 2304 (c)( ) <input type="checkbox"/> 41 U.S.C. 253 (c)( )		23. Submit Invoices to Address Shown in (4 copies unless otherwise specified)
24. Administered By (If other than Item 7) Code		24. Payment Will be Made By Code
26. Name of Contracting Officer (Type or print)		27. United States of America (Signature of Contracting Officer)
		28. Award Date

IMPORTANT – Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

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## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 SERVICES TO BE ACQUIRED

Services will be defined and priced on individual task orders. Task orders may be cost plus fixed fee or firm fixed price. This is a performance-based contract. Incentives and disincentives will be proposed by the contractor and negotiated with the Government on each task order and may at the option of the Government be monetary. The contract also provides for an Award Term Incentive that also will have its metrics proposed by the contractor and negotiated with the Government.

### B.2 CONTRACT TYPE 1352.216-70 Contract Type (March 2000)

This is an indefinite delivery, indefinite quantity (IDIQ), and task order contract for services. Task Orders may be Firm Fixed Price (FFP) or Cost Plus Fixed Fee (CPFF). It consists of a single five (5) year period from the date of award and includes a contract-level Award Term Incentive of up to five (5) one-year extensions subject to the limitations stated in Section H. Individual task order Requests for Proposals (RFP) will specify the Government's preferred task order type.

### B.3 ESTIMATED AND ALLOWABLE COSTS 1352.216-75 Level of Effort Cost Plus Fixed Fee Term Contract (March 2000)

#### a. Estimated Costs

The estimated dollar value of the contract is \$40,000,000 for the base contract and an additional \$8,000,000.00 per year for each of the five award term years. The performance of the contract is subject to the provisions of Federal Acquisition Regulation (FAR) clause 52.232-20, "Limitation of Cost," FAR clause 52.216-7, "Allowable Cost and Payments," and FAR clause 52.216-8, "Fixed Fee."

#### b. Allowable Costs

- (1) Final annual indirect cost rate(s) and the appropriate base(s) shall be established in accordance with Subpart 42.7 of the FAR in effect for the period covered by the indirect cost rate proposal.
- (2) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate government Representative in accordance with FAR 42.704, subject to adjustment when the final rates are established.
- (3) The contractor shall establish the following anticipated maximum direct labor escalation ceiling percentages for the term of this contract. These percentages will only be the anticipated maximum and will be used by the Government for planning purposes.

<u>Contract Year</u>	<u>Anticipated Maximum Direct Labor Escalation</u>
2	_____ %
3	_____ %
4	_____ %
5	_____ %
6*	_____ %
7*	_____ %
8*	_____ %

9\* \_\_\_\_\_ %  
 10\* \_\_\_\_\_ %

\* Contract years represent award term years and are subject to the restrictions in Section H15 Award Term Incentives.

(4) The following rates constitute the anticipated ceiling indirect cost rates relative to direct costs incurred by the prime contractor and subcontractor, if any, in the performance of this contract. The rates are for government planning purposes only. They do not establish a contract indirect rate ceiling.

Year	* Anticipated Aggregate Ceiling Indirect Cost Rate Prime Contractor Direct Labor Dollars	** Anticipated Aggregate Ceiling Indirect Cost Rate Subcontractor Direct Labor Dollars
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6*	_____	_____
7*	_____	_____
8*	_____	_____
9*	_____	_____
10*	_____	_____

The Fixed Fee ceiling percent for fixed fee calculation to be used as a maximum for all task orders under the contract for the base period of performance is \_\_\_\_\_% and for each award term year is \_\_\_\_\_%.

\* Contract years represent award term years and are subject to the restrictions in Section H16 Award Term Incentives.

#### B.4 FIRM FIXED PRICE

The contractor shall establish a total Firm Fixed Price for those task orders using established government or commercial labor rates for the proposed labor categories that are proposed in a task order that will be Firm Fixed Price. Specific Firm Fixed Price requirements will be detailed in the applicable task orders.

The contractor shall provide the Government with an established government rate and/or commercial price list schedule that clearly shows the qualifications, experience, and fully burdened rates for each of the labor categories the offeror intends to use on the contract resulting from this solicitation. The labor rates shall cover the contract base period.

#### B.5 MINIMUM & MAXIMUM CONTRACT AMOUNTS 1352.216-72 Minimum and Maximum Contract Amounts (March 2000)

During the period set forth in the ordering clause, the Government shall place orders totaling a minimum of \$50,000.00. The amount of all orders shall not exceed \$40,000,000.00. The Contractor

shall not make expenditures or incur obligations in the performance of this Contract that exceed the ceiling price specified herein, except at the Contractor's own risk.

### **B.6 SAMPLE PRICES FOR EVALUATION**

These labor categories are to be used for evaluation purposes only. The winning contractor will define their labor categories in task orders or in their commercial or General Services Administration Schedule price list. The purpose of the categories is to allow the Government to perform a fair evaluation of potential contractor costs. Offerors are instructed to provide in fully burdened prices for each of the following labor categories or provide fully burdened commercial or GSA Schedule labor rates that most closely compares to the qualifications presented herein.

	<b><u>Sample Labor Category</u></b>	<b><u>*Fully Burdened RATE</u></b>	<b><u>Hours</u></b>	<b><u>Extended Amount</u></b>
1	Program Manager	_____	1920	\$ _____
2	Senior Water Resources Engineer	_____	1920	\$ _____
3	Water Resources Engineer	_____	3840	\$ _____
4	Hydraulic Engineer	_____	1920	\$ _____
5	Hydrologist	_____	7680	\$ _____
6	Senior Hydrometeorologist	_____	1920	\$ _____
7	Hydrometeorologist	_____	3840	\$ _____
8	Software Engineer	_____	7680	\$ _____
9	Application Programmer	_____	9600	\$ _____
10	GIS Programmer	_____	960	\$ _____
11	Science Service Analyst	_____	1920	\$ _____
12	Graphics Specialist	_____	1920	\$ _____
Total Amount For Evaluation Purposes Only				\$ _____

\* Offerors are instructed to provide a fully burdened rate for each sample category or use the a commercial or General Services Administration (GSA) Schedule Rate.

Offerors are cautioned to only use the hours stated above to extend their sample price for evaluation purposes. The hours are not indicative of actual hours to be awarded in the resulting contract.

## **SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

### **C.1 STATEMENT OF WORK      1352.211-70 Statement of Work/Specifications (March 2000)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the following Statement of Work/Specifications referenced as an attachment in Section J.

### **C.2 REPORTS      1352.237-70 Reports (March 2000)**

#### **C.2.1 Monthly Contract Status Report**

The contractor shall furnish to the COTR three copies of a Monthly Contract Status progress report every month after the effective date of the contract and every month on or before the 10th calendar day of the next month following the reporting month. Each report will cover the contract and task activities relevant to the performance for that reporting period. For each task order, this report will include:

- A description of work performed during the period and the progress achieved. The description shall include pertinent data or graphs in sufficient detail to explain any significant results achieved.
- A comparison of planned progress and actual progress achieved, including problems or delays encountered and recommended solutions.
- Anticipated problems in the next or foreseeable future period and recommended solution.
- An outline of activities proposed for the next period.
- The report shall also include any additional information--including findings and recommendations – that may assist the Government in evaluating progress under this contract.
- The first report shall include a detailed work outline of the project and the Contractor's planned phasing of work by reporting period.

#### **C.2.2 Monthly Financial Status Report**

The contractor shall furnish to the COTR three copies of the Monthly Financial Status Report. It may be submitted concurrently with the Monthly Contract Status Report, but in no event later than the invoice submitted by the contractor for the month. For each task order, this report will include:

- Current and Cumulative Labor Hours incurred by individual task orders.
- Current and Cumulative Current Cost incurred by task.
- Variance to time for Firm Fixed Price task orders.
- Variance to time and cost for Cost Plus Fixed Fee task orders.
- Burn rates for each Cost Plus Fixed Fee task order, including names, titles and number of hours expended for each of the Contractor's professional personnel assigned to the contract, including officials of the Contractor.
- Forecast of Labor Hours per task and Total Cost per task required to complete all active tasks.

#### **C.2.3 Task Order Final Report**

Within 30 days of completion of the task order performance period, the Contractor shall submit to the Government a comprehensive draft report containing the Contractor's findings and recommendations. The report shall conform to the requirements of the contract, and include all necessary data, maps and exhibits to support findings and recommendations. It shall include a recapitulation of the amount

of hours expended by each of the Contractor's employees, including officials of the Contractor. The report shall also include a brief summary, including short statements on the project's objectives, scope, methodology, information obtained, and conclusions.

The Government will review the draft and return it to the Contractor within thirty (30) days after receipt with comments and instructions for a format to be used in the preparation of the final report. The Contractor shall incorporate the comments into a final report and furnish the Government with 3 copies upon contract completion. In the event the Government does not return the draft copy of the report to the Contractor within the prescribed period, the Contractor shall be permitted an extra day for each day of delay caused by the Government. The Government shall not be liable for increased costs by reason of any such delay.

### **C.3 ENVIRONMENT AND LOCATION**

#### **C.3.1 Work Location**

Work may be performed at the Contractor's site and/or at a government facility as specified by the requirements of each specific task order.

#### **C.3.2 Computing Environment and Architecture**

The Contractor shall provide the development and test environments necessary to perform the activities specified in individual task orders for those tasks that will be performed at contractor facilities. The software delivered to the Government will be software ready for acceptance testing and, if applicable, production implementation. The contractor shall perform unit, verification, and integration testing prior to delivery of the production software to the Government. Documentation, test plans, and test data will accompany the delivery of software as required under each task order. The offeror shall conform to the standards in place at the time of delivery. All science and software produced shall become the property of the Government.

##### **C.3.2.1 General Architecture**

The computing environments supporting the development of forecast models, data and information, and software applications rely on Hewlett Packard UNIX, HP-UX 10.20, Red Hat LINUX 7.1 and 7.2, and Sun Solaris UNIX 7 and 8 operating systems. Discussions related to standardizing operating systems to Red Hat LINUX are in progress. Informix is the dominant database product installed. Versions 7.31 and 9.3 are both installed. The major programming languages in use are Fortran, C, C++, and Java. Statistical analysis packages include Mat Lab and S Plus. ArcView 3.X, Spatial Analyst 1.X, and 3D Analyst 1.X are the standards for GIS application development. Merant's PVCS Dimensions and locally developed tools are used to perform configuration management. Examples of server hardware in use are Hewlett-Packard J5000, Dell 420, and IBM Intellistation Pro. Complete details of the computing environment and technical architecture will be provided in each RFP.

##### **C.3.2.2 Specific Architecture**

It is anticipated that the NWS Next Generation Weather Radar (NEXRAD) and Advanced Weather Interactive Processing System (AWIPS) computing systems will be supported by the science and software engineering task orders issued under this contract.

NWS forecasters detect the severe weather events that threaten life and property using Doppler weather surveillance radars (Model WSR-88D). The WSR-88D (also known as NEXRAD) observes the presence and calculates the speed and direction of severe weather elements such as tornados and violent thunderstorms. NEXRAD also provides quantitative area precipitation measurements, important in hydrologic forecasting of potential flooding. The severe weather and motion detection



capabilities offered by NEXRAD increase the accuracy and timeliness of NWS warning services. In a cooperative effort with the Department of Defense and the Federal Aviation Administration, the NWS has deployed 164 radars across the country. Through an integrated network spanning the entire United States and its island territories from Guam to Puerto Rico, the WSR-88D dramatically enhances the NWS' ability to safeguard life, property and commerce.

The NEXRAD environment is comprised of Sun Solaris workstations and the Solaris UNIX 7 and 8 operating system. The NEXRAD functional component Radar Product Generator (RPG) receives meteorological data previously translated into scientific data streams by the Radar Data Acquisition (RDA) component. A third component, the Principal User Processor (PUP) is also implemented. The Common Operational Development Environment (CODE) supporting NEXRAD was custom-developed and is comprised of development tools and infrastructure functionality consisting of reusable code. The dominant programming languages used to support NEXRAD are FORTRAN and C. Each Weather Forecast Office has co-located NEXRAD radar tasked to collect the data processed by the NEXRAD system implemented locally at the WFO. All quality assured NEXRAD maintenance and enhancement source code is delivered to the Radar Operations Center (ROC) located in Norman, Oklahoma where it is compiled and integrated into the NEXRAD production system.

The Advanced Weather Interactive Processing System (AWIPS) is designed to support the National Weather Service (NWS) mission to provide the nation with complete, accurate, and timely meteorological and hydrological warning and forecast services. AWIPS is an integrated suite of automated data-processing equipment that supports complex analysis, interactive processing, display of hydrometeorological data, and the rapid disseminations of warnings and forecasts in a highly reliable manner. AWIPS is used to:

- Provide computational and display functions at operational NWS sites
- Provide open access, via NOAAPORT, to extensive NOAA data sets that are centrally collected and/or produced
- Acquire and process data from an array of meteorological sensors (e.g., Weather Surveillance Radar-88Doppler, Geostationary Operational Environmental Satellite, and Automated Surface Observing System) and local sources
- Provide an interactive communications system to interconnect NWS operations sites and to broadcast data to these sites
- Disseminate warnings and forecasts in a rapid, highly reliable manner.

AWIPS is installed in all Weather Forecast Offices (WFOs), River Forecast Centers (RFCs), and national weather centers.

The use of open systems is a key aspect of the AWIPS design and will continue to influence design and implementation decisions. This approach has resulted in a standards-based, client/server system that provides isolation of applications, data, and system-level functions from hardware implementation and software services, thereby eliminating dependency on vendor-unique products. All site systems are linked to the AWIPS Communications Network. A wide-area network connects sites for multi-point-to-point and point-to-point communications. A satellite broadcast network provides for point-to-multi-point communication of NOAA's centrally-collected and produced real-time environmental data. This satellite broadcast network, known as NOAAPORT, provides both internal and external users open access to this data stream. Hewlett Packard and IBM workstations, the HP-UX10.20 operating system, Informix 7.31, and Hewlett Packard servers are in use. Testing is currently underway to determine the implications of migrating to Redhat Linux 7.XX and IBM/Dell servers from the current specifications.

A Windows environment running FORTRAN 77, Java 1.18, and ArcView code related to river mechanics is also installed requiring the river mechanics code to run in both the Windows and AWIPS environments.

**C.4 SUITABILITY ASSESSMENT ON-SITE SERVICE SUPPORT 1352.237-72 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a DOC site (low and moderate risk contracts) (March 2000)**

a. Security Processing Requirements

(1) U.S. Citizens Working on DOC Site

All contractor (and subcontractor) personnel proposed to work on the premises of a Department of Commerce site for 180 days or more must undergo security processing by the Department's Office of Security (OSY) to be eligible to work on the site.

(2) Foreign Nationals (Non-U.S. Citizens)

Regardless of anticipated length of on-site work, all foreign nationals to be employed under this contract must:

(a) Have legal visa status with the Immigration and Naturalization Service (INS);

(b) Have advance approval from the servicing Security Officer in consultation with the Office of Security.

b. Submittal Requirements – U.S. Citizens

(1) Duration of Onsite Work: 180 to 364 days (between 6 months and 1 year)

For individuals who will be performing work on a DOC site between 180 and 364 days, the Department will perform a Special Agreement Check (SAC). The scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

The Contractor must complete and submit the following form to the Contracting Officer's Technical Representative (COTR):

- Form FD-258 (Fingerprint Chart).

Copies of this form can be obtained from the COTR. Upon receipt of the FD-258, the COTR will complete form OFI 86C (Special Agreement Check) and will forward both to the operating unit Security Officer. The security officer will advise the COTR whether work can commence prior to the suitability determination, based on the specifics of the situation. The COTR will notify the Contractor of an approved contract start date as well as favorable findings of the suitability determination.

(2) Duration of Onsite Work: 365 days (1 year) or more Individuals proposed to perform work on a DOC site for 1 year (365 days) or more are required to have a NACI check (National Agency Check Plus Written Inquiries)

The Contractor must complete and submit the following forms to the Contracting Officer's Technical Representative (COTR):

- Standard Form 85P (SF-85P, Questionnaire for Public Trust Positions), and
- FD-258 (Fingerprint Chart).

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the forms to the operating unit Security Officer. The security officer will advise the COTR whether work can commence prior to the suitability determination, based on

the specifics of the situation. The COTR will notify the Contractor of an approved contract start date as well as favorable findings of the suitability determination.

c. Submittal Requirements – Foreign Nationals

All foreign nationals proposed to work on a DOC site will be subject to a Special Agreement Check (SAC) to determine whether the foreign national has official legal status in the United States. The Contractor must submit the following forms to the COTR for all foreign nationals proposed to work on a DOC site:

- FD-258 (Fingerprint Chart)
- Form OFI 86C (Special Agreement Check) with signature authorization for release of information.

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the forms to the operating unit Security Officer. The COTR will notify the Contractor of favorable findings and will notify the Contractor regarding an approved date to commence work under the contract.

d. Suitability Updates

Any individual (including foreign nationals) processed on the form OFI-86C (Special Agreement Check) who stays on the contract over 364 days will be required to have a NACI Complete suitability check to stay on the job site.

e. Notification of Disqualifying Information

If OSY receives disqualifying information on a contract employee, the Contractor, upon notification of such by the Contracting Officer, must immediately remove the employee from duties, which require access to DOC facilities.

Individuals may be barred from working on the premises of a facility for any of the following:

- (1) Conviction of a felony or a crime of violence or of a misdemeanor.
- (2) Falsification of information entered on security screening forms or on other documents submitted to the Department.
- (3) Improper conduct once performing on the contract, including criminal, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- (4) Any behavior judged to pose a potential threat to departmental personnel or property.

Failure to comply with the requirements may result in termination of this contract. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to classified information.

#### C.4.1 Contractor Responsibilities

This contract requires that the Contractor's employees who will work on the premises of the NOAA buildings used for government operations shall be required to undergo specific suitability assessment processing. The Contractor shall pre-screen their employees to eliminate anyone who is not a U.S. Citizen, or if a non-U.S. Citizen, have official legal working status in the United States.

The Contractor shall immediately remove any employee from any work requiring access to U.S. Department of Commerce buildings or facilities if directed in writing by the Contracting Officer. Failure to comply with the suitability processing requirements may result in termination of the contract for default.

#### C.4.2 Risk Level

The risk level for this contract has been determined to be "Low."

#### C.4.3 Government Responsibilities:

The Government's suitability processing will consist of limited personal background inquiries pertaining to verification of name, physical description, criminal history record, credit history check, fingerprint classification and other pertinent information as dictated by level of risk. The Government may, at its discretion, repeat the suitability processing on any contract employee or expand the investigation to resolve issues that may arise.

The Government will grant contractor employees temporary access permits until suitability assessment forms are reviewed and approved or rejected. The Government will inspect and either accept or reject the Contractor's suitability assessment forms as delineated in the Personnel Security Manual.

The Government will notify the Contractor in writing when any of the following occur:

- A contract employee is acceptable based on the suitability checks and assessment conducted;
- A contract employee is unacceptable based on the suitability checks and assessment processing; or
- A contract employee or prospective contract employee is barred from working on government facilities because of any of the following:
  1. Conviction of a felony, a significant history of violent behavior.
  2. Falsification of information entered on suitability screening forms or other documents submitted to the Department.
  3. Improper conduct once performing on the contract, including criminal, dishonest, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract
  4. Any behavior judged to pose a threat to personnel, property or programs of the Department.

The Government will provide temporary access to contractor employees assigned to the contract upon receipt of appropriate forms as defined above.

### **C.5 SCOPE OF WORK**

#### C.5.1 Background

The Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), National Weather Service (NWS) provides river and flood forecast information for use by individuals and water resource and emergency managers to protect life and property and make economic decisions. NWS develops the river and flood forecast information by operating NOAA's hydrologic forecast infrastructure. NOAA is refining its hydrologic forecast infrastructure to provide information to better effect the protection of life and property. NOAA's goals are to:

1. Improve forecast accuracy
2. Provide more specific and timely information on fast-rising floods
3. Provide new types of forecast information

4. Provide longer forecast horizons
5. Deliver easier to use products
6. Provide increased, more timely, consistent access to products and information
7. Expand outreach

The NWS National Centers for Environmental Prediction (NCEP), National Weather Service River Forecast Centers (RFC), and National Weather Service Weather Forecast Offices (WFO) develop the NWS forecast information and products. NCEP provides meteorological guidance to the hydrologic forecasting process and executes the numerical analysis and atmospheric forecast models, and ensembles of models, used in everyday hydrometeorological analysis at RFCs and WFOs. The RFCs conduct hydrologic modeling operations for streams, reservoirs, and lakes within large river basins and provide forecast information that serves as the basis for NWS hydrologic products. The WFOs have localized areas of responsibility and provide products for individual hydrologic events ranging from short-fused flash floods to slow rising floods on large rivers. WFO products include warnings, watches, and statements covering areas and streams of all sizes. The NCEP, 122 Weather Forecast Offices, and 13 River Forecast Centers are located throughout the continental United States, Alaska, Hawaii, Guam, and Puerto Rico. NWS also performs international hydrologic prediction activities.

The Hydrology Laboratory (HL) supports the operational hydrologic systems at RFCs and WFOs, and develops specific hydrologic and hydrometeorologic models, systems, and procedures in response to national, regional, and local requirements. The HL works in conjunction with NCEP, RFCs, WFOs, and the scientific and academic communities to incorporate new science techniques and technology to increase the accuracy and timeliness of hydrologic products.

NWS manages the development of river and flood forecast information and products at the national and regional levels. The NWS national headquarters develops policies and operations guidelines, performs planning, budgeting, project tracking and implementation, assimilates information, maintains national databases and statistics, and develops science and technology. The regional headquarters monitor and assess operations at the WFOs and RFCs within each region.

The National Weather Service requires hydrologic services to assist in the implementation of NOAA's mission and goals. The NWS hydrology programs implement NOAA's goals through:

1. Developing new products and information
2. Advancing science and technology
3. Expanding delivery and accessibility
4. Performing outreach, training, and service evaluation
5. Establishing new partnerships

#### C.5.2 Scope Of Work

The advanced hydrometeorologic, hydrologic and hydraulic services to be performed under the contract expand the NOAA, NWS, and Advanced Hydrologic Prediction Service (AHPS) capabilities and support enhancements to the functionality of the existing predictive models and systems. These activities expand NOAA's capability to provide river flood and drought forecast information.

In accordance with task orders issued pursuant to Section H.1 of the contract, the Contractor shall provide the necessary labor (and materials, as needed) to accomplish tasks in the following general areas of work:

1. Develop new scientific methods to advance NWS's river, flood and drought forecasting capabilities.
2. Infuse new scientific methods into existing NWS forecasting processes.
3. Perform data analysis and data management for operational forecasting services.

4. Implement and evaluate RFC and WFO forecasting procedures.
5. Perform software engineering and technical support to integrate, implement, and operate new scientific methods.
6. Provide project management, quality control, and logistic support to ensure the correct delivery of useful forecast information.
7. Provide program management for contract activities.

The contractor shall provide to the Government the analysis, definition, design, development, planning, administration, training, and any other support or item required for the development, implementation and operation of river and flood forecast services. The services include specialized hydrometeorologic, hydrologic, hydraulic modeling, and software engineering activities to support and improve the processing of historical/real-time station and gridded data and the development of advanced hydrologic (river, flood and drought) forecast information. Examples of these tasks are:

- 1) Develop new scientific methods to advance NWS's river, flood and drought forecasting capabilities:  
Refine existing NWS models and develop new hydrometeorologic, hydrologic and hydraulic methods to advance river, flood and drought forecasting capabilities. New science would be scientifically researched and defined. The scientific research would result in potential new candidates for inclusion into the prediction capability. Research also would include the steps necessary to prove that the new science will enhance the capability.
- 2) Infuse new scientific methods into existing NWS forecasting processes:  
Enhance existing hydrometeorologic, hydrologic, and hydraulic forecasting methods, and develop new models, to perform improved real-time river, flood and drought forecasting. Perform prototyping to integrate models into NWS forecasting systems. Examples of enhancements include:
  - Single and multiple reservoir operations.
  - Streamflow diversion analyses.
  - Distributed rainfall-runoff analysis techniques.
  - Snow accumulation and ablation computations.
  - Local flood warning system procedures.
  - Develop GIS flood forecast mapping applications.
  - Data assimilation
  - Statistical forecast analysis
  - Quantitative precipitation estimation techniques
  - Sediment transport capabilities
  - Ensemble processing for river forecasts
- 3) Perform data analysis and data management for operational forecasting services:  
Acquire, manage, integrate, and analyze meteorologic, climatic, hydrologic, hydraulic and geographic data to develop, enhance, implement and operate forecasting models. May require design and development of specifications, networks, and databases to support collection and management systems.
- 4) Implement and assess RFC and WFO forecasting procedures:  
Implement and assess river, flood and drought forecasting procedures used by NWS offices and integrate new technologies for precipitation measurement and estimation, and for other factors, influencing hydrometeorological assessments. These procedures and technologies enhance NOAA's deterministic forecasting and probabilistic analysis capability used for the assessment of maximum flow, minimum flow, flow volume, reservoir state and other variables, within specified future time intervals. Sample activities include:
  - Integrate improved simulation capabilities for reservoir operations and river diversions.

- Develop and integrate the ability to quantify and account for many sources of uncertainty. These sources include the uncertainties in analytical formulations, numerical parameters, processed historical data, and observed real-time data.
- Develop and integrate the ability to handle finer spatial and temporal resolutions.

5) Perform software engineering and technical support to integrate, implement, and operate new scientific methods:

Perform software and database life cycle development activities and technical support for the development, maintenance, implementation, and enhancement of NWS forecasting applications, other related NOAA systems, and commercial off-the-shelf software. Activities include assisting government staff with user technical support. Migration to a requirements-based development methodology based on modified SEI-CMM Level 2 standards is currently underway. Sample activities include:

- Enhance GIS flood forecast mapping applications for implementation in an operational setting
- Develop web pages to present forecast information
- Maintain and enhance forecasting software applications
- Maintain and enhance database architectures and designs
- Enhance the capability to model outflow of headwater basins
- Implement computer-based decision support systems
- Identify opportunities to modernize software and database architectures and designs
- Develop hardware specifications to modernize forecast infrastructure.

6) Provide project management, quality control, and logistic support activities:

Examples of the services that the contractor shall provide are:

- Perform project management activities.
- Perform quality assurance and quality control activities.
- Perform mathematical/statistical support for required activities.
- Perform social science and economic analysis support for requested activities.
- Develop, coordinate, implement, and support data collection and analytical studies.
- Access, record, and store data.
- Compile electronic databases and prepare literature reviews.
- Plan and conduct technical workshops, seminars, and training.
- Prepare reports in written, computer, or video format as required for each task order.
- Provide translation services.
- Maintain a repository for storage and control of all materials and documents for each task order.
- Provide supplies, equipment, computer hardware, software, and transportation as required, within the United States and abroad.
- Provide all word processing, accounting, and management support as required.
- Provide facilities for tasks performed at non-government sites, within the United States and abroad.

7) Provide program management for contract activities:

Examples of the services that the contractor shall provide are:

- Perform overall contract program management activities
- Develop responses to requests for solutions
- Develop staffing requirement recommendations and formulate staffing plans and staff tasks accordingly
- Manage contractor on-site and off-site tasks to ensure that the task or project managers are meeting objectives

- Develop contract level monthly status reports and present them as deliverables to the Government
- Monitor expenditures and report status and burn-rate to the Government on all Cost Reimbursable task orders
- Provide management insight and risk assessment on any planned activity that involves the use of contracting and continue to provide risk assessment through the life of the activity
- Ensure that the Quality Assurance Plan is followed
- Assure that the project management activities continue to be addressed and that the NWS remains satisfied with contractor performance.

Work may be performed at the Contractor's site and/or at a government facility as specified by the requirements of each specific task order. Use of government owned property is authorized as necessary.

#### **C.5.3 Skill Or Relevant Experience Requirement**

The Contractor shall provide qualified personnel for work under this contract. The Government will specify key person clauses and specific replacement rules for key persons should they become unavailable for unforeseen reasons in each task order.

The individual identified to function as the Program Manager is not specified as a Key Person under this contract. However, continuity of contractor program management is critical to the Government. The individual functioning in the program management role understands the planning and direction of all ongoing, highly technical Programs/tasks, which involve hydrologic/ hydrometeorologic forecasting. The manager understands how to direct the completion of tasks within estimated time frames and budget constraints, scheduling and assigning duties to subordinates, interfacing with government management personnel, including the contracting office, the Contracting Officer's Technical Representative (COTR), and the individual task monitors, reporting both orally and in writing to contractor management and government representatives. The individual functioning in the program management role is capable of negotiating and making decisions for the company.

#### **C.5.4 Deliverables**

During the period of this contract, the Contractor shall provide a monthly Contract Status Report and a monthly Financial Status Report, Task Order Final Reports, computing environments necessary to perform activities specified in task orders performed at contractor facilities, and any other deliverable or report specified in an individual task order. The original of each report shall be furnished F.O.B. Destination to the Contracting Officer's Technical Representative (COTR) identified in Section G.1 of the contract. A copy of each report shall be furnished F.O.B. Destination to the Contracting Officer. The Contractor may be required to provide additional reports and deliverables as required under each task order.

### **C.6 GOVERNMENT FURNISHED RESOURCES**

The Government will make available to the Contractor sufficient office space for all individuals when specified in an individual task order. Additionally, the Government will make available to the Contractor's individuals who are using the Government's office space, the necessary materials to perform the work as specified in an individual task order.

### **C.7 GOVERNMENT FURNISHED INFORMATION**

The Government will make available to the Contractor the Government information to be supplied to the contractor as specified in an individual task order such as operational manuals, documentation, specifications, reports, drawings, and data.



## **SECTION D - PACKAGING AND MARKING**

### **D.1 MARKING OF REPORTS 1352.247-72 Marking Deliverables (March 2000)**

If a report is required by a task, the report shall prominently show on its cover:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task number and description
- (4) sponsor
- (5) NOAA logo (See Section J)

(Activity)

(Office Address)

(Phone number)

### **D.2 PACKING FOR DOMESTIC SHIPMENT 1352.247-70 Packing for Domestic Shipment (March 2000)**

All preservation, packing, and shipping costs shall be at the Contractor's expense.

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for transport to arrive undamaged at ultimate destination.

### **D.3 PACKING FOR OVERSEAS SHIPMENT 1352.247-71 Packing for Overseas Shipment (March 2000)**

All preservation, packing, and shipping costs shall be at the Contractor's expense.

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for transport to arrive undamaged at ultimate destination.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (Feb 1998)**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE**

CLAUSE NUMBER	DATE	TITLE
52.246-4	Aug 1996	Inspection of Services – Fixed Price
52.246-5	APR 1984	Inspection of Services - Cost Reimbursement

### **E.2 INSPECTION AND ACCEPTANCE 1352.246-70 Inspection and Acceptance (March 2000)**

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract. Inspection and acceptance will be performed at the following location or a destination specified in an individual task order:

U.S. Department of Commerce/NOAA National Weather Service  
SSMC2, Room 8232  
1325 East West Highway  
Silver Spring MD. 20910.

### **E.3 TESTING AND ACCEPTANCE CRITERIA**

To be acceptable, software delivered to the Government will be ready for acceptance testing and, if applicable, production implementation in the NOAA production environment. The contractor shall perform unit, verification, and integration testing prior to delivery of production software to the Government. Documentation, test plans, and test data will accompany the delivery of software as required under each task order. The offeror shall conform to the standards in place at the time of delivery. The software will include all features specified within a task order statement of work.

### **E.4 PERFORMANCE AND INCENTIVES**

Certification by the Government of satisfactory services provided is contingent upon the contractor performing in accordance with the terms and conditions of the Advance Hydrologic Prediction Service (AHPS) contract, an issued task order, and with the Contractor Technical and Price Proposal, and all amendments. The Government requires complete (100%) compliance with all contract-level and task requirements to qualify for an incentive. Performance metrics, incentives and disincentives, will be required to be submitted and negotiated on all task order proposals during the life of the contract.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (Feb 1988)**

This contract incorporates by reference the following clauses pertinent to this section. These clauses have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989 APR 1984	Stop-Work-Order - Alternate I
52.247-34	NOV 1991	F.O.B. Destination

### **F.2 PERIOD OF PERFORMANCE 1352.215-70 Period of Performance (March 2000)**

The period of performance of this Contract is 5 years from the date of award. In addition, the Contractor has the ability to qualify for up to five (5), one-year award term periods in accordance with Contract Clause H.16, Award Term Provisions and the Award Term Incentives included as Attachment G to Section J of this RFP.

### **F.3 DELIVERY SCHEDULE**

Deliveries shall be made as set forth in the Statement of Work referenced as an attachment in Section J and as specified in each task order.

### **F.4 COMPLETION OF TASK ORDERS**

All Task Orders issued within the effective period of the Contract and not completed within that time shall be completed within the time specified in the Task Order, but in no case later than six (6) months after the expiration of the Contract period. The prevailing labor rate(s) of the Contract period shall apply.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACTING OFFICER'S AUTHORITY 1352.201-70 Contracting Officer's Authority (March 2000)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in a Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than a Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

### **G.2 SUBMISSION OF INVOICES**

- (a) The Contractor shall submit invoices in triplicate directly to the Contracting Officer's Technical Representative (COTR). To constitute a proper invoice, the invoice must include, as a minimum, the following information and attached documentation:
  - i. Name of business concern, invoice number and invoice date
  - ii. Contract number
  - iii. Description, price and quantity of goods and services actually delivered or rendered
  - iv. Name (where practical), title, telephone number, and complete mailing address of responsible official to whom payment is to be sent
  - v. Other substantiating documentation or information as required by the contract.
- (b) To assist the Government in making timely payments, the Contractor is requested to furnish the following additional information either on the invoice or on an attachment to the invoice:
  - i. Date(s) that property was delivered or services rendered
  - ii. Serial Numbers of property delivered
  - iii. Address where property was delivered or services were rendered
  - iv. Credits (if applicable)

### **G.3 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE 1352.201-71 Contracting Officer's Technical Representative (COTR) (March 2000)**

This clause designates the Contracting Officer's Technical Representative (COTR) under this contract. A Contracting Officer may change the COTR without prior notice to the Contractor by a unilateral modification to the Contract. The COTR under this contract is:

John J. Ingram, PhD, P.E.  
U. S. Department of Commerce/NOAA  
National Weather Service, Office of Hydrology  
1325 East West Highway, Room 8232  
Silver Spring, Maryland 20910  
Telephone: 301/713-0640

The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR.

No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

#### **G.4. PROJECT OFFICER**

The Government will designate a Project Officer for each issued task order.

#### **G.5 PLACEMENT OF TASK ORDERS 1352.216-76 Placement of Orders (March 2000)**

The Contractor shall provide services under this Contract only as directed in Task Orders. In accordance with FAR 16.505, each order will include:

- (I) Date of order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity, and unit price or estimated cost or fee.
- (iv) Delivery or performance date.
- (v) Place of delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office, if not specified in the contract.
- (ix) Any other pertinent information.

In accordance with FAR 52.216-18, ORDERING, the following individuals are authorized to place orders against this contract:

Any duly appointed NOAA Contracting Officer or Contract Specialist acting within the scope of their authority.

#### **G. 6 GOVERNMENT FURNISHED PROPERTY 1352.245-70 Government Furnished Property (March 2002)**

The Government will provide the items of government property to the Contractor for use in the performance of this contract as specified in a particular task order. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 TASK ORDERS**

**(132.216-78) (March 2000)**

- (a.) In task order contracts all work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract or negotiated firm fixed prices also under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.
- (b.) The COTR shall initiate the task order implementation process by preparing a statement of requirements or objectives to be achieved by completion of the task order in the form of a Task Order Request (TOR). The TOR will contain a detailed description of the functional of other objectives to be achieved, a schedule for completion of the task order, and deliverables to be provided by the task order.
- (c.) The Contractor shall acknowledge receipt of each TOR and shall develop and forward to the COTR within ten (10) calendar days a proposed Task Order Proposal (TOP) for accomplishing the assigned task within the period specified. The TOP shall define the scope, specific tasks and actions, which are proposed to be taken by the Contractor to complete the task order, and cost estimate/proposed price. The TOP shall provide the Contractor's interpretation of the scope of work, a description of the technical approach, and a work schedule.
- (d.) Based upon the contents of the TOP, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, and the schedule or the deliverables to be provided in the task order.
- (e.) Within five (5) working days following the conclusion of the final negotiations related to the TOP, the Contractor shall submit a revised TOP, which reflects the negotiated agreement.
- (f.) Task orders will be considered fully executed upon signature of the Contracting Officer. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.
- (g.) Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the Contracting Officer to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order.
- (h.) Task orders may be placed during the period of performance of the contract, as identified in Section F. Labor rates applicable to hours expended in performance of an order will be the contractor's rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were

completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance will continue to be charged at the last effective rates.

## **H.2 COMPLETION OF TASK ORDERS**

Any services to be performed under this contract shall be ordered by issuance of Task Orders. Such Task Orders may be issued at any time during the period of performance of this contract provided that any task order issued shall be completed within (6) six months after the contract expiration date

### **H.3 ORGANIZATIONAL CONFLICT OF INTEREST 1352.209-71 Organizational Conflict of Interest (March 2000)**

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract of consultant agreement hereunder.

### **H.4 RESTRICTIONS AGAINST DISCLOSURE 1352.209-72 Restrictions Against Disclosure (March 2000)**

- (a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees that it will not disclose any information described in subsection a to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

**H.5 KEY PERSONNEL 1352.237-73 Key Personnel (March 2000)**

- (a.) Key Personnel requirements will be defined in individual task orders.
- (b.) The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified. c. Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

**H.6 DUPLICATION OF EFFORT 1352.231-70 Duplication of Effort (March 2000)**

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other government contract, subcontract, or other government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

**H.7 HARMLESS FROM LIABILITY 1352.233-70 Harmless from Liability (March 2000)**

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

**H.8 COMPLIANCE WITH THE LAWS 1352.209-73 Compliance with the Laws (March 2000)**

The Contractor shall comply with all applicable laws and rules and regulations having the force of law, which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

**H.9 PRINTING 1352.208-70 Printing (March 2000)**

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.



**H.10 REGULATORY NOTICE****1352.252.70 Regulatory Notice (March 2000)**

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

**H.11 INSURANCE COVERAGE****1352.228-70 Insurance Coverage (March 2000)**

Pursuant to the clause "Insurance - Work on a government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

a. Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General Liability.

1. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

2. Property Damage Liability Insurance shall be required in the amount of \$20,000.00.

c. Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

d. Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

e. Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

**H.12 DEDUCTIBLES****1352.228-71 Deductibles Under Required Insurance Coverage (March 2000)**

The following requirements also apply to this contract:

a. The Contractor is required to present evidence of the amount of any deductibles in its insurance coverage.

b. For any insurance required pursuant to 1352.228-70, *Insurance Coverage*, the contractor's deductible is not allowable as a direct or indirect cost under this contract. The Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in subsections (a) through (d) above. If the Contractor obtains an insurance policy with deductibles, the Contractor, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.

c. If the Contractor fails to follow all procedures stated in this subsection and in FAR 52.228-7(g), any amounts above the amount of the obtained insurance coverage which are not covered by insurance will not be reimbursable under the contract.

#### **H.13 DEDUCTIBLES                      1352.228-72 Deductibles Under Required Insurance Coverage (March 2000)**

When the Government is injured, wholly or partially as a result of the Contractor's actions and such actions are covered by the insurance required by 1352.228-70, *Insurance Coverage*, the Government is entitled to recover from the Contractor the full amount of any such injury attributable to the Contractor regardless of any deductible. The Contracting Officer may offset the amount of recovery against any payment due to the Contractor.

#### **H.14 ACKNOWLEDGMENT OF NOAA SPONSORSHIP OF REPORTS (NOAA JUNE 1991)**

Reports required to be submitted by the Contractor shall bear the NOAA logo (SECTION J) on the cover or first page and the following:

"A report of (Contractors Name), to the National Oceanic and Atmospheric Administration pursuant to NOAA (Contract No. XXX)."

If the Contractor or its employee(s) publish a paper based in whole or in part on the work funded by this contract, the author shall assure that the paper bears the following notation: "This paper is funded 'in part' (if appropriate) by a contract from the National Oceanic and Atmospheric Administration. The views expressed herein are those of the authors and do not necessarily reflect the views of NOAA or any of its subagencies."

#### **H.15 AUTHORIZATION OF GOVERNMENT PAID TRAVEL**

Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States Travel may be necessary in order to accomplish certain task(s) contained in this Contract. Travel must be deemed necessary and authorized by the COTR in order to be paid for by the Government. Except for exceptional circumstances, travel will not be reimbursed at more than applicable rates cited in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States or the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered above.

#### **H.16 AWARD TERM PROVISION**

The contractor can qualify for up to five one year extensions to the term of this contract by providing excellent service during the basic years and extension years of the contract, as provided in the bid schedule, the Statement of Work, Attachment G "Award Term Incentive," and as follows: The Contracting Officer (CO) who has been designated as the Term Determining Official (TDO) and the contractor will bilaterally determine, on a yearly basis, the contractor's level of performance in relation to the established contract level performance metrics and the sum of the individual task order performance metrics, and therefore, whether an award-term extension has been earned. Within 90 days before the end of the base period or an award term extension year, the Government will review

the Contractor's performance during the base period or an award term year. If the Contractor has achieved excellent performance ratings during the base period or the award term year, the Contractor qualifies for an award term. If the TDO determines that the award term is to be awarded, the contract will be modified to reflect the addition of the award term earned, subject to the availability of funds at that time. The TDO's decision in this matter shall be subject to the Disputes Clause.

Interim evaluations of contractor performance shall be conducted at 6 month intervals throughout the effective period of the contract, and the contractor shall be advised in writing as to the strengths and weaknesses in performance exhibited during that preceding 6 month period. No formal ratings of contractor performance will be assigned at this time, but the strengths/weaknesses referenced in this interim evaluation will be considered in the TDO's subsequent determination of any award term earned at the end of that specific contract period. The contractor is required to submit to the Government a written (10 page maximum) self-evaluation of his performance prior to the TDO's interim or final evaluations referenced above.

If the contractor qualifies for an award term in accordance with the above, the contractor shall provide a detailed cost proposal for that particular award term to the CO for review and negotiation not later than 3 months prior to scheduled commencement of that award term. In no event shall the final negotiated price for all task orders including award term task orders exceed the ceiling price established and updated in Section B of this contract for that period. As stated in Section B, the contractor may qualify for a maximum of 5 additional years under this contract, conditioned upon the following:

- a. A continuing agency need for the contract services,
- b. Congressional authorization and appropriation of funds.
- c. The continuing responsibility of the contractor, as defined in FAR Section 9, and
- d. The contractor's consistency providing excellent service during each period of performance, as defined in the Award Term Incentive.

If the contractor has failed to earn an award term by the end of the third year of contract performance, the CO may declare that the award term incentive provisions of this contract are void. If, after earning its first award term, the contractor fails to earn an award term in any succeeding year of contract performance, the CO may cancel any additional award terms that the contractor has earned, but that have not commenced, and declare that the award-term incentive provisions of this contract are void. If the CO determines that the contractor's performance does not conform to any material requirement of the contract at any time, then the CO may cancel any award term(s) the contractor has earned, but that have not commenced, and declare that the award term incentive provisions of the contract are void. The CO's decision in this regard is independent of any decision whether to terminate the contract for convenience or default.

If, for any reason, the Government decides not to exercise any of the options to extend the term of this contract that are identified on Section B and that are to be exercised prior to the beginning of the first award-term, then the CO may cancel any award-terms that the Contractor has qualified for, and declare that the award-term incentive provisions of the contract are void.

If, at any time prior to the commencement of any award term extension, the Government determines that it has no further need for the contracted services, or if Congress fails to appropriate funds for the services, then the CO may cancel any award term(s) that the contractor has earned, and declare that the award term incentive provisions of the contract are void. If, prior to commencement of any award term extension, the CO determines that the contractor is not a responsible contractor, as defined in FAR Section 9, then the CO may cancel any award terms that the contractor has earned, but that have not commenced, and declare that the award term incentive provisions of the contract are void. The contractor may cancel any award term that it has earned by giving written notice to the CO not less than 12 months prior to the date on which the award term is scheduled to begin. If the contractor chooses to cancel any award term, the CO will issue a contract modification canceling all

subsequent award term(s) that the contractor has earned, and declare that the award term provisions of the contract are void.

The cancellation of any award term(s), or the voiding of the award term incentive for any of the reasons set forth in this clause shall not be considered either a Termination for Convenience or Termination for Default, and shall not entitle the contractor to any equitable adjustment, or any other compensation under the Termination clauses contained in this contract. Notwithstanding the provisions of this clause, the Government retains the right to terminate this contract for convenience or default in accordance with the clauses set forth in the contract.

#### **H.17 HOLIDAYS AND ADMINISTRATIVE LEAVE**

NOAA's personnel observe the following days as holidays:

New Year's Day	Martin Luther King's Birthday
President Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

And, any other day designated by Federal Statue, Executive Order, or by the President's Proclamation.

When any such day falls on a Saturday, the preceding Friday is observed and when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, estimated cost or fee(s), if any, except as set-forth in the contract.

Contractor personnel performing on site under this contract with NOAA shall limit their observation of holidays to those set-forth above. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

For Cost Task Orders: During inclement weather, if the office building is open then the contractor employees must report to work.

#### **H.18 SMALL BUSINESS SUBCONTRACTING PLAN 52.219-09 (Jan 2002)**

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

- (i) Small business concerns,
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns, and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the

Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
  - (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
  - (iv) Ensure that its subcontractors agree to submit SF 294 and 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --
  - (A) Whether small business concerns were solicited and if not, why not;
  - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
  - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (E) Whether small disadvantaged business concerns were solicited and if not, why not;
  - (F) Whether women-owned small business concerns were solicited and if not, why not; and
  - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact --
  - (A) Trade associations;
  - (B) Business development organizations;
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
  - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through --
  - (A) Workshops, seminars, training, etc., and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or

women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

- (1) The master plan has been approved;
- (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
- (2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

- (1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
- (2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

## **H.19 SECTION 508 ACCESSABILITY**

All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable - PART 1194) at:



URL - <http://www.access-board.gov/sec508/508standards.htm>

The following standards have been determined to be applicable to this task order:

- |          |          |  |
|----------|----------|--|
|          | <b>X</b> | 1194.21 Software Applications and operating system                   |
| <b>X</b> |          | 1194.22 Web-based Intranet and Internet information and applications |
|          | <b>X</b> | 1194.23 Telecommunications products                                  |
|          | —        | 1194.24 Video and multimedia products                                |
|          | —        | 1194.25 Self contained, closed products                              |
|          | —        | 1194.26 Desktop and portable computers                               |

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The Contractor shall indicate, for each line item in the schedule, whether each product or service is compliant or non-compliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g. vendor's website or other exact location).

## **H.20 POST AWARD CONFERENCE (1352.242-71) (March 2000)**

A post-award conference with the successful offeror may be required. If required, it will be scheduled and held within   7   days after the date of contract award. The conference will be held at:

NOAA Headquarters  
1325 East West Highway SSMC4  
Silver Spring, Maryland 20910

## SECTION I - CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov.far/>.

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CITATION	DATE	TITLE
52.202-01	DEC 2001	DEFINITIONS
52.203-03	APR 1984	GRATUITIES I
52.203-05	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-06	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-07	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-08	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OVER \$100,000)
52.204-04	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.207-05	FEB 1995	OPTION TO PURCHASE EQUIPMENT
52.209-06	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-02	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-08	OCT 1997	ORDER OF PRECEDENCE
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)
52.215-16	OCT 1997	FACILITIES CAPITAL COST OF MONEY
52.216-07	FEB 2002	ALLOWABLE COST AND PAYMENT In the blank in Paragraph (a)(3) of Clause 52.216-07, "30 <sup>th</sup> " is inserted.
52.216-08	MAR 1997	FIXED FEE
52.216-18	OCT 1995	ORDERING
52.216-19	OCT 1995	ORDER LIMITATIONS
52.216-22	OCT 1995	INDEFINITE QUANTITY
52.217-08	NOV 1999	OPTIONS TO EXTEND SERVICES
52.219-08	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.222-02	JUL 1990	PAYMENT OF OVERTIME PREMIUMS
52.222-03	AUG 1996	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION ON SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND

52.222-38	DEC 2001	VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.223-02	APR 1984	CLEAN AIR AND WATER
52.223-05	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-06	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	JUL 2002	BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-01	JUL 1995	AUTHORIZATION AND CONSENT
52.227-02	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-03	APR 1984	PATENT INDEMNITY
52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL (ALT III)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA-SPECIAL WORKS
52.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE RESTRICTED RIGHTS
52.228-05	JAN 1997	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION
52.229-03	JAN 1991	FEDERAL STATE AND LOCAL TAXES
52.229-05	APR 1984	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.230-01	JUN 2000	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
52.230-02	APR 1998	COST ACCOUNTING STANDARDS
52.232-01	APR 1984	PAYMENTS
52.232-08	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION
		The following is inserted in the blank in paragraph (b)(1): "no later than 15 days prior to submission of the first request for payment"
52.233-01	JUL 2002	DISPUTES
52.233-03	AUG 1996	PROTEST AFTER AWARD
52.237-02	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-03	JAN 1991	CONTINUITY OF SERVICES
52.242-01	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-03	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.243-01	AUG 1987	CHANGES - FIXED PRICE
52.243-02	AUG 1987	CHANGES - COST REIMBURSEMENT ALTERNATE I
52.244-02	AUG 1998	SUBCONTRACTS (ALT. II)
52.244-05	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-02	DEC 1989	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)
52.245-05	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES

52.248-01	FEB 2000	VALUE ENGINEERING
52.249-02	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-06	SEP 1996	TERMINATION COST-REIMBURSEMENT
52.249-08	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-01	JAN 1991	COMPUTER GENERATION OF FORMS BY THE PUBLIC

## **I.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

## **I.3 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

## **SECTION J - LIST OF ATTACHMENTS**

Attachment A	NOAA Logo
Attachment B	Sample Task 1, Task Order Request
Attachment C	Sample Task 2, Task Order Request
Attachment D	Sample Task 3, Task Order Request
Attachment E	Past Performance Questionnaire
Attachment F	Award Term Incentive
Attachment G	Contract Level Performance Measurement Form
Attachment H	SF LLL, Disclosure of Lobbying Activities
Attachment I	Labor Categories For Evaluation Purposes

## SECTION K -REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### **K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1) (FEB 1998**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/>

(End of provision)

52.203-2	APR 1985	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (Reference 3.103-1)
52.203-11	APR 1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Reference 3.808)
52.204-5	MAT 1999	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (Reference 4.603)
52.222-38	DEC 2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Reference 22.1310(c))

### **K.2 TAXPAYER IDENTIFICATION (252.204-3) (OCT 1998**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ / TIN: \_\_\_\_\_.

☐ / TIN has been applied for.

☐ / TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ International organization per 26 CFR 1.6049-4;

☐ Other\_\_\_\_\_.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

(End of provision)

**K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (52.209-5) (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (i) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.



- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### **K.4 PLACE OF PERFORMANCE BUSINESS**

**(52.215-6) (OCT 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, /\_\_\_\_\_ intends, / \_\_\_\_\_, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND ADDRESS, OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

(End of provision)

#### **K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (52.219-1) (Apr 2002)**

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690
- (2) The small business size standard is \$6.0 Million
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
  - (1) The offeror represents as part of its offer that it /\_ / is, /\_ / is not a small business concern.

- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it /\_ / is, /\_ / is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it /\_ / is, /\_ / is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it /\_ / is, /\_ / is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it /\_ / is, /\_ / is not a service-disabled veteran-owned small business concern.
- (6) ["Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision."] The offeror represents, as part of its offer, that--
- (i) It /\_ / is, /\_ / is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
  - (ii) It /\_ / is, /\_ / is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(c) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### **K.6      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS      (52.222-22 ) (FEB 1999)**

The offeror represents that--

- (a) It /\_/ has, /\_/ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It /\_/ has, /\_/ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### **K.7      AFFIRMATIVE ACTION COMPLIANCE      (52.222-25) (APR 1984)**

The offeror represents that (a) it /\_/ has developed and has on file, /\_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it /\_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### **K.8      CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING      (52.223-13) (OCT 2000)**

(a) Submission of this certificate is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue

to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

#### **K.9 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (52.227-15) (MAY 1999)**

- (a) This solicitation sets forth the work to be performed if contracts award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

- (c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

#### **K.10 CERTIFICATION**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR**

### **L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252.1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/>

#### **FEDERAL ACQUISITIONS REGULATION (48 CFR CHAPTER I) SOLICITATION PROVISIONS**

52.204-06	JUN 1999	DATA UNIVERSAL NUMBERING SYSTEM NUMBER (DUNS)
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-01	MAY 2001	INSTRUCTIONS TO OFFERORS - COMPETITIVE
52.215-16	OCT 1997	FACILITIES CAPITAL COST OF MONEY
52.222-24	APR 1994	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER

### **L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government plans to award a performance based indefinite delivery indefinite quantity task order contract of five years allowing the issuance of firm fixed price and cost plus fixed fee task orders. The contract includes an Award Term Incentive of up to five one-year extensions. The Government reserves the right to award multiple contracts.

### **L.3 STANDARD FORM 33, SOLICITATION, OFFER, AND AWARD**

The Standard Form 33, Solicitation, Offer, and Award, (SF 33) is being used for this solicitation. This form is used by the Government as a request for proposal and upon submission by the offeror it becomes the offeror's proposal. As such, it is an "offer" which can be unilaterally accepted by the Contracting Officer and award made on said SF 33. The offer and government acceptance become the contract. Therefore, the following points must be strictly adhered to by the offeror in submitting the bid.

(a) The SF 33 must be executed by a representative of the offeror authorized to commit the offeror to contractual obligations. The authority to sign a proposal, but not an offer, subject to unilateral acceptance and award, is not sufficient authorization to sign the SF 33.

(b) UNDER NO CIRCUMSTANCES MAKE ALTERATIONS OR CHANGES TO THE SF 33 OR THE RELATED PAGES, WHICH ARE A PART OF THE ENCLOSED INVITATION FOR BID AND PROPOSAL PACKET. You are to complete those parts, which require items such as prices, place of performance, etc., when such items are called for in the enclosed request for proposal. A place is provided for you to insert such information.

#### **L.4 SUBMISSION OF OFFERS**

Proposals submitted in response to this solicitation will be in the quantities and format specified below:

- a. BUSINESS - VOLUME I – All Original executed SF33 forms, completed & executed solicitation including one copy of Section K fully executed, offer and award (three copies).
- b. TECHNICAL/MANAGEMENT - VOLUME II - Management/Technical Proposal (one original with five copies).
- c. COST/PRICE - VOLUME III - Cost/Price Proposal (one original with one copy).

All originals, 3 Business Volumes, 1 Technical/Management Volume, and 1 original Cost/Price Volume with 1 copy, are to be marked accordingly and mailed to the following address by the due date stated on the SF33.

NOAA Office of Procurement  
1325 East West Highway, SSMC4 - Room 7124  
Silver Spring, MD 20910

Attention: Anita R. Middleton, Contract Specialist  
Solicitation Number: 52-DDNW-0-90044

5 copies of the Technical/Management Volume are to be mailed to the following address by the due date stated on the SF33.

NOAA Office of Procurement  
1325 East West Highway, SSMC4 - Room 7124  
Silver Spring, MD 20910

Attention: Anita R. Middleton, Contract Specialist  
Solicitation Number: 52-DDNW-0-90044

#### **L.5 PROPOSAL PREPARATION**

**1352.215-71 Proposal Preparation (March 2000)**

##### **(a) General Instructions**

Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered, the date, and the solicitation number. The offeror shall submit one original and appropriate numbers of copies in accordance with L.4 SUBMISSION OF OFFERS above. Each volume shall be clearly marked volume number and title.

##### **(b) Overall Arrangement of The Proposal:**

###### Business Proposal (Volume I)

(A) Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments; identification of technical data to be withheld; and any other administrative information.

(B) Format and Content. Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

(1) Proposal Form

- (i) Use of the Form - The Proposal Form (Standard Form 33), is to be executed fully and used as the cover sheet (or first page) of Volume I. Include three (3) additional originally signed copies of the form in the original Volume I.
- (ii) Acceptance Period - The acceptance period entered on the Proposal Form by the offeror shall not be less than that prescribed in the solicitation that shall apply if no other period is offered.
- (iii) Signature Authority - The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without further discussion if it so elects.
- (iv) Offeror Representations and Certifications - Offerors' Representations and Certifications are to be fully executed and included in Volume I.

- (2) If subcontracting is proposed, the offeror shall provide a Subcontracting Plan describing any prior experience teaming together, the services to be subcontracted, and how NOAA's small business goals for subcontracted work will be met.

Management/Technical Proposal (Volume II)

The Management/Technical Proposal consists of the offeror's outline addressing the technical and management aspects of the acquisition. It should indicate your company's capabilities and the means to be used to satisfy the requirements of the RFP Statement of Work attached in Section J. It will be evaluated in accordance with the criteria contained in Section M, Evaluation Factors and Award, and it should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically, providing straightforward, concise delineation of what it is the offeror will do to satisfy the requirements of the Statement of Work.

The proposal shall not merely offer to perform work in accordance with the scope of work, but shall outline the actual work proposed as specifically as practical. The Statement of Work reflects the problems and objective of the program under consideration; therefore, repeating the Scope of Work without sufficient elaboration will not be acceptable.

In preparing the Management/Technical Proposal, offerors are cautioned not to discuss or present cost or labor rates. However, the Cost Reimbursable of individuals to be assigned to the sample tasks are a proper topic of discussion in the technical section and should, therefore, be included therein. Elaborate brochures, binders and the like are neither required nor desired. Legibility, clarity, and completeness are important.

This volume shall contain a detailed technical discussion and understanding of the NOAA hydrologic prediction environment and a description of the offeror's ability to accomplish tasks as assigned by NOAA. It shall be precise, factual, complete, and shall also contain the information below.

Section A This section is to include the offeror's understanding and overall capability related to the requirements and scope of work. The discussion should include the offeror's understanding of the statement of work and the offeror's total team depth and breadth of experience and capability in providing services. The offeror's proposal should demonstrate an understanding of both the requirements of the Government and the role of the offeror in helping to meet them. This section should also detail the plans that any offeror who may be new to the NOAA hydrologic environment will use to transition to gain a complete understanding of the capability to ensure that existing service levels remain at present levels and shall include the reasoning to determine the team composition.



Section B This section is to include the offeror's Management Plan.

- The offeror should describe their approach for managing, measuring, and directing efforts. This should include a discussion of the allocation and tracking of time between various work assignments and the measurement of the impact of assignments on other work in progress. This is necessary to ensure that work will be implemented reliably and on schedule. Contract level performance metrics shall be proposed for use in evaluating the contractor's overall performance on the contract. The metrics will be subject to negotiation and, once agreed to, form the basis for the Contractor's qualifying for award term extensions. Offerors shall use the form in Section J, Attachment H, to propose performance measures with associated incentives and disincentives.

The discussion also shall address how the offeror will maintain flexibility to respond to changing operating conditions and objectives. It shall address the methodologies to be used for reporting progress as well as identifying, tracking, and resolving problems. A clear and complete description of the lines of authority for scheduling work, preparing reports, maintaining lines of communication with NOAA personnel, and responding to requests for solutions shall be included. If subcontractors are proposed, the plan shall clearly state how they will be utilized and managed.

- The offeror shall discuss the methods by which staff will be assigned or hired to work on this contract. This shall include a description of the means to be used to ensure that well qualified people can be located and assigned expeditiously. The proposal shall discuss the ability of the offeror to retain those people who exhibit the skills needed for this contract. This shall include a description of the employee benefits and the professional development opportunities available to personnel assigned to this effort.
- The proposal shall describe the technical management experience of the individual identified to function as the Program Manager in managing complex national program support, task order contracts. It shall clearly identify the availability for this contract of multi-disciplined professional staff and the extent to which additional support can be applied to new work throughout the life of the contract. The offeror shall document its experience in supporting staff as it simultaneously performs work under many assignments without compromising technical quality. Appropriate corporate experience in quality assurance programs and in technical management shall be described.
- The offeror shall include three (3) references for the individual proposed to function as the Program Manager. The required reference information follows:
  - Offeror's Name
  - Individual's Name
  - Project or Citation Name
  - Client Name
  - Contact Name
  - Contact's Relationship to Project
  - Contact's Telephone Number
  - Contact's E-mail Address
- The offeror shall include a Writing Sample certified by the individual proposed as to function as the Program Manager and an officer of the firm as being that of the individual specified to function as the Program Manager. The Writing Sample is not included in the proposal page limit.
- The offeror shall include the resume of the individual proposed to function as the Program Manager describing relevant experience and education. The resume is limited to two (2) 8

½ x 11 pages, Times Roman, 12 pt. The resume is not included in the proposal page limit.

- Offerors are encouraged to pursue sub-contracting with small, small disadvantaged, women-owned and HubZone businesses as a means to supplement skills needed for this contract. For all contracts, NOAA is seeking small business goals for subcontracted work to be 52% all NOAA contracted work for small business concerns, 13% for small disadvantaged business concerns, 10% for women-owned small business concern, 3% for service disabled veteran small business concern and HUBZone small business percentages of 3% for FY 2003. The percentages are not additive.

Section C In this section, the offeror shall describe its capabilities (and those of its subcontractors, if any), and provide its experience with at least three (3) and no more than five (5) **relevant** contracts of a similar nature and magnitude within the past three (3) years. The offeror shall discuss how its previous prepares it to undertake a contract of the scope envisioned in this solicitation. The offeror must provide information to assist the Government in assessing its ability to perform the contract as proposed.

The Past Performance Questionnaire (PPQ) contained in Section J of this solicitation will be used by the Government to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received used in evaluating the offeror's past performance. The following information is the minimum requirement from all contracts cited as evidence of past performance.

Procurement activity and address  
Procuring Contracting Officer's name, telephone and address  
Technical Point of Contact's name, telephone number, and address  
Contract Number  
Type of contract  
Award price  
Final price

Offerors are asked to request the representative completing the PPQ to discuss the offeror's performance in meeting subcontracting goals. PPQs related to contracts completed prior to 12/31/1999, will not be considered.

The PPQ must be completed and submitted to the Government by a representative of the agency or firm engaging the offeror's or subcontractor's services. PPQs must be returned electronically to:

Anita R Middleton, Contract Specialist  
NOAA Office of Procurement  
1325 East West Highway, SSMC4 Room 7229  
Silver Spring, MD 20910

It is the offeror's responsibility to make sure that the reference returns the PPQ to the above address by close of business on **March 10, 2003**.

Section D This section is to include the offeror's technical approach to each of the three (3) sample task, Task Order Requests (TORs) included as attachments in Section J. The offeror shall address each TOR as a discrete project effort. The Government makes the assumption that the sample tasks may be performed simultaneously by the offeror, not sequentially. The offeror shall limit each response to each TOR to ten (10) 8 ½ x 11 pages, excluding resumes. The offeror may use 10 pt. in graphics and tables but must use 12 pt. Times Roman in the main narration of the responses.

- The offeror shall discuss the technical approach to be taken to perform work on each of the sample task, task orders. The approach to each sample task should include a summary that demonstrates an understanding of the requirements and scope of work, and describes how resources will be applied to it. This should also address the proposed labor mix; include a description of the lines of authority and quality control; describe reporting procedures; and specify methods for tracking work assignments, monitoring progress, and identifying problems. The offeror should include a project plan and schedule as well as risk identification and mitigation procedures. Performance metrics are included in the sample tasks for informational and evaluation purposes. The metrics should not be changed in the task order proposal. Individual task order proposals for future task orders will require the contractor to propose performance metrics, incentives, and disincentives, which will be subject to negotiation.
- The offeror must describe the experience and capabilities of the personnel to be assigned to each task order. The task order proposal should address the education, experience, and capabilities of the personnel the offeror intends to assign to the task. The resumes describing the relevant experience and education of the Key Personnel proposed shall be provided. Resumes are limited to 2 8 ½ x 11, Times Roman, 12 pt. pages. If representative resumes or the resumes of individuals who are not currently members of the offeror's staff are submitted, this information should be clearly indicated along with a discussion of any commitments for employment or subcontracting which may exist. Each resume may not exceed two typewritten pages in length. Letters of commitment with salary information deleted must be included with this section. Letters of commitment and resumes are not included in the technical task order proposal page limit.
- The task order proposal should include a description of the proposed deliverables for each TOR and the Government's critical dependencies.

Volume II, Management/Technical Proposal shall be limited to sixty (60) 8 ½ x 11 pages. The offeror may use 10 pt. fonts in any presented graphic or table and shall use a 12 pt. Times Roman font for the main narration. Any pages in excess of 60 will be disregarded, and not included in the proposal evaluation.

### Price Proposal

#### (1) General Requirements

The offeror is required to submit a price proposal for each of the three sample task, Task Order Requests included in Section J of this RFP. The Price Proposal shall be physically separate from the Technical Proposal.

#### (2) Specific Requirements

The offeror is required to submit a completed main RFP Section B and a response to the Price Schedule contained in each of the three (3) sample task TORs. A total of three (3) Price Schedules will be submitted and one (1) Section B. The Government will evaluate proposed task order prices for cost magnitude and realism. An 8 hour day and a 40 hour week shall be the basis for full time hourly rate calculation of salaried professionals. The offeror is required to submit a copy of their commercial price list on company letterhead if commercial labor rates are proposed. The offeror is required to submit a copy of their GSA Schedule price list if Schedule prices are proposed.

The Offeror must submit the following detailed information to support the proposed hourly rates:

(i) Breakdown of labor cost by proposed labor category including current actual or average hourly rates. Submit a government or commercial price list covering the base period of the contract resulting from this solicitation. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology.

(ii) Each offeror shall use the same estimated price for travel. However, the offeror shall detail the way they will calculate the travel costs including indirect charges that will be invoiced to the Government. The Government will not pay for any travel expenses that are in excess of the then effective government travel and per diem regulations.

(iii) Each offeror shall use the same estimated price for other direct costs. However, the offeror shall detail the way they will calculate the other direct costs including any indirect charges that will be invoiced to the Government.

(iv) If consultants are proposed, detailed data concerning proposed consultant costs should include the following:

- Names of consultant(s) to be engaged.
- Daily fees to be paid to each consultant.
- Consulting agreements entered into between consultant(s) and the Offeror, or invoices submitted by consultant(s) for similar services previously provided to the Offeror.
- Rationale for acceptance of cost.

#### **L.6 INCURRING COSTS**

The Government is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

#### **L.7 SERVICE OF PROTEST**

**(FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (address as follows) by obtaining written and dated acknowledgement of receipt from NOAA.

William Voitk, Contract Officer  
NOAA Office of Procurement  
1325 East West Highway, SSMC4 Room 7541  
Silver Spring, MD 20910

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### **L.8 ADDITIONAL REQUIREMENTS FOR SERVICE OF PROTEST 1352.233-71 Service of Protests (March 2000)**

In addition to the above, within one day of filing a copy of the protest shall also be served on the Contract Law Division of the Office of the Assistant General Counsel for Finance and Litigation located at:

U.S. Department of Commerce  
Herbert C. Hoover Building, Room H5893  
14th Street and Constitution Ave., N.W.  
Washington, D.C. 20230  
ATTN: Mark Langston  
FAX: (202)482-5858

**L.9 AUTHORIZED DEVIATIONS IN PROVISIONS (52.252-5) (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Commerce Acquisition Regulation (48 CFR Chapter 13) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**L.10 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (52.215-20) (OCT 1997)**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(I) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the

reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

#### **L.11 INQUIRIES (1352.215-73) (March 2000)**

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than fifteen calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

Answers to questions will be provided to all offerors being solicited, giving due regard to the proper protection of proprietary information. OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE SOLICITATION ISSUING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION DOCUMENT SHALL BE SUBMITTED TO THE ISSUING OFFICE.

#### **L.12 REGULATORY NOTICE (1352.252-71) (MARCH 2000)**

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 PROPOSAL EVALUATION 1352.215-75 Basis for Evaluation (March 2000)**

This is a best value, competitive requirement. Award will be made to the offeror(s): whose offer conforms to the solicitation requirements; who is determined responsible in accordance with the Federal Acquisition Regulations (FAR) by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is judged, by an integrated assessment of price and other evaluation factor(s) listed in Section M, to be the most advantageous to the Government. The Government will use the best value trade-off process in determining which offer is in the best interest of the Government, in accordance with FAR 15.101-2.

b. The Government intends to award a single contract from this solicitation. However, the Government reserves the right to make multiple awards. The Government also reserves the right not to award a contract depending on the quality of the proposal(s) submitted and the availability of funds.

Evaluation of proposals will be based on the evaluation criteria set out in this section.

### **M.2 CONTRACTOR RESPONSIBILITY**

It is the policy of the National Oceanic and Atmospheric Administration that contracts shall be awarded only to responsible prospective contractors. To be determined responsible, a prospective contractor must:

- (a) Have adequate financial resources to perform the contract, or have the ability to obtain them;
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Have a satisfactory performance record;
- (d) Have a satisfactory record of integrity and business ethics;
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control systems, and quality assurance measures applicable to services to be performed by the prospective contractor and subcontractors;
- (f) Have the necessary technical equipment and facilities, or the ability to obtain them; and
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **M.3 INITIAL/FINAL PROPOSAL REVISION OFFERS**

Award may be made on the initial evaluation of the offers. If any additional information/data or discussion is required after initial proposals, a "Final Proposal Revision (FPR)" will be solicited. Offerors that participate in discussions shall be advised of deficiencies in their offer, and shall be offered a reasonable opportunity to correct or resolve the deficiencies and to submit such price or cost, technical or other revisions to their offer that may result from the discussions. At the conclusion of discussions, a final common cut-off date that allows a reasonable opportunity for submission of written "final proposal revision" offers shall be established, and all offerors will be notified to submit final proposal revision offers.

## **M.4 EVALUATION OF PROPOSALS**

Proposals to be acceptable and eligible for evaluation must be prepared in accordance with and comply with the instructions given in this solicitation document and must meet the specifications set forth in the RFP Statement of Work included in Section J and the individual statements of work included in the three (3) sample task RFP. Offerors are strongly urged to consider teaming responses to ensure that the winning offeror meets all seen and unforeseen capabilities that will be necessary to advance hydrology and water resource management. Proposals meeting the mandatory requirements and complying with the provisions of the Standard Form of Contract will be evaluated in accordance with the procedures described herein and award made to that responsible offeror whose proposal is determined to be the most advantageous to the Government.

### **M.4.1 Basis For Award**

The evaluation of proposals received will be an integrated assessment based on the evaluation factors and their relative order of importance as indicated in the sections below. This will be a "best value" award.

### **M.4.2 Evaluation For Award: Management/Technical Proposal Major Factors**

The offeror's proposal must give clear, detailed information sufficient to enable evaluation based on the major factors listed below:

- Understanding and Overall Capabilities
- Management Plan
- Sample Task Technical Approach
- Past Performance

Although price is not a major factor, it will be considered in the best value determination.

### **M.4.3 Degree Of Relative Importance Assigned To Management/Technical Proposal Major Evaluation Factors**

A merit rating will be assigned for each evaluation factor except for price. The cost/price proposal will be evaluated for realism to determine the probable cost to the Government. In making the Integrated Assessment of the results of the evaluation of the factors due consideration will be given to the relative order of importance of the merit ratings to probable cost. Offeror Understanding and Capabilities, Management Plan, Sample Task Technical Approach, and Past Performance factors are each significantly more important than price. The following table details the percent of the total score assigned to each major evaluation factor:

<u>Evaluation Factor</u>	<u>Percent of Score</u>
Understanding and Overall Capabilities	15 percent
Management Plan	25 percent
Sample Task Technical Approach	30 percent
Past Performance	30 percent

The Government's primary concerns for this procurement are overall understanding and capability, management approach, technical merit, and past performance record. Accordingly, the Government is willing to pay more if an increase in understanding and capabilities, management approach, technical approach, and the contractor's past performance record so warrants. Price may become more significant in the event the individual offeror assessments of the understanding and capabilities, management plan, technical approach, and past performance become similar to all other offerors.



**IN EVALUATING ALL AREAS OF AN OFFEROR'S PROPOSAL, THE GOVERNMENT MAY CONSIDER RISK. RISK MAY AFFECT THE SUMMARY RATING FOR THE UNDERSTANDING AND CAPABILITIES, MANAGEMENT APPROACH, TECHNICAL APPROACH, AND PAST PERFORMANCE SECTIONS OF AN OFFEROR'S PROPOSAL.**

Award may be made to other than the highest technically ranked offeror. Ultimately, the source selection decision will take into account the contractor's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in making the source selection to assure placement of a contract in the Government's best interest in accordance with the evaluation criteria.

**M.4.4 Past Performance**

This sub-factor will be rated based on the information and opinions gained from and/or by contacting the references listed in the proposals, firms with which the offeror has a history of past performance, and possibly other customers known to the Government and others who may have useful relevant information. The Government reserves the right to not contact all references provided and to contact other references even though not provided by the offeror.

The following sub-factors will be considered (all sub-factors are of equal performance):

**(1) Program Management, Cost Control and Business Relationship**

- Ability to build effective working relationships with associate contractors, subcontractors and the Government in a team environment
- Effectiveness of subcontracting
- Effectiveness of small and small disadvantaged subcontracting
- Ability to use metrics and other tools to accurately measure and track programs
- Ability to provide qualified personnel resources to fulfill requirements
- Ability to effectively plan efforts, provide realistic cost and schedule estimates
- Ability to control costs and maintain a budget
- Relationship of negotiated cost to actual costs
- Timely, accurate and complete billing/invoice submission

**(2) Technical Performance**

- Performance in planning and controlling the program
- Quality of services and support provided
- Initiative in identifying and resolving problems (causes and impacts)
- Reasonable, timely, and effective contractor-recommended solutions to problems
- Effectiveness of contract administration and company capabilities including resource management efficiency, software management, hardware and software integration and testing, and design and enhancement planning
- Completeness of system documentation such as system/subsystem configuration, software documentation, and procedures
- Ability to correct performance deficiencies
- Timeliness in correcting system problems
- Timeliness in providing routine deliverables

Assessment of the past performance is one of the means of determining the credibility of the offeror's proposal and relative capability to meet requirements. Information will also be considered for subcontractors.

Evaluation of past performance will include a determination of the offeror's commitment to customer satisfaction and will include conclusions of informed judgment. The basis for past performance ratings will be documented.

During discussions, offerors will be given an opportunity to address unfavorable reports of past performance. Recent contracts will be reexamined to ensure that corrective measures have been implemented and are effective. Prompt corrective action in isolated instances may not outweigh overall negative trends.

If an offeror does not have a past performance history relating to this solicitation, the offeror will not be rated favorably or unfavorably on this factor.

## **M.5 EVALUATION CRITERIA 1352.215-76 Evaluation Criteria (March 2000)**

By means of narrative and numerical scoring techniques, offerors' technical proposals will be reviewed, evaluated and rated by members of a Source Evaluation Board (SEB) established for this purpose. Acceptable technical proposals will be evaluated for price. Offerors are on notice that proposals that are unrealistic in terms of technical content or price will be rejected.

### **M.5.1 Understanding And Overall Capabilities**

Proposals will be reviewed to evaluate the offeror's understanding of the seen and unseen scope of work and requirements to support the future of hydrology and water resource management. An evaluation of the depth and breadth of the offeror's capability to meet the project requirements will occur.

### **M.5.2 Management Plan**

Proposals will be reviewed to evaluate the merit of the proposed Management Plan. The offeror's proposed management approach, proposed individual identified to function as the Program Manager, proposed Quality Assurance and Subcontracting Plans, proposed risk assessment and mitigation approach, and proposed staffing plan will be considered in the evaluation of proposals. The proposed staffing plan will be evaluated for the level of continuity of program management and proposed contract level performance metrics. The Government will evaluate the proposed transition plan and the risks associated with the offeror's strategy for obtaining the knowledge needed to deliver the requested services.

Evaluation of the subcontracting program factor will allow the Government to assess each offeror's ability and commitment to provide small businesses, small disadvantaged businesses, women-owned small businesses, service disabled veteran small businesses and HUBZone small businesses the maximum practicable opportunity to participate in contract performance. The subcontracting plans will be evaluated both on the extent to which their proposed subcontracting goals compare to NOAA's stated percentage goals and the total amount of subcontracting dollars represented by the goals. NOAA will give additional consideration to offerors to the extent that they proposed mentor-protégé relationships with small businesses, small disadvantaged businesses, women-owned small businesses, service disabled veteran small businesses and HUBZone small businesses.

### **M.5.3 Sample Task Technical Approach**

Proposals will be reviewed to evaluate the merit of the proposed technical approach to each of the sample tasks and the work to be performed under those sample tasks. The offeror's proposed technical approach, proposed staffing plan, proposed project plan and approach, proposed deliverables, quality control, and proposed critical dependencies will be considered in the evaluation of proposals.

#### M.5.4 Past Performance

A past performance review will be made for all prime contractors and proposed subcontractors based on the responses submitted in the Past Performance Questionnaire (PPQ) included in Section J. Citations are limited to work performed within the last 3 years. Past Performance Questionnaires submitted for projects completed prior to 12/31/1999 will be excluded from the evaluation. The offeror's quality of performance, timeliness of response, business relations, and customer satisfaction will be included in the evaluation of the proposals. It is the offeror's responsibility to ensure that their references complete the form and returns it to the NOAA Contracting Officer by the proposal closing date and time. Late submissions will not be accepted.

#### M.5.5 Price

Proposals will be evaluated to determine the estimated total price to the Government of all contract line items. The Government will evaluate each of the proposed prices for the sample tasks. Prices will be evaluated for magnitude and realism.

The cost analysis will review and evaluate the cost elements and profit in an offeror's proposal and apply judgment to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency.

The sample task price proposals will be considered in the best value determination. The price proposals will not be considered in the evaluation of the Sample Task Technical Approach. All understanding and capability, management approach, technical approach, and past performance portions of proposals will be evaluated using the criteria listed below. Each offeror will be assigned a Summary Rating determined through government evaluation of its proposal.

ADJECTIVE RATING	DESCRIPTION
<b>Excellent</b>	Proposed approach fully meets requirement and is superior in many features with no deficiency or weakness.  Past performance acceptable in all areas/superior in most areas.
<b>Good</b>	Proposed approach fully meets requirement and has some superior features with no deficiency or significant weakness.  Past performance acceptable in all areas/superior in several areas.
<b>Acceptable</b>	Proposed approach fully meets requirement and has some superior features with no deficiency or significant weakness.  Past performance is more positive than negative.
<b>Weak</b>	Proposed approach has deficiencies or significant weaknesses, but is capable of improvement to acceptable or better without adoption of a new approach.  No or neutral past performance.

<b>Inadequate</b>	<p>Proposed approach has one or more deficiencies or major weaknesses, and is not capable of improvement to acceptable or better without adoption of a new approach.</p> <p>Past performance is more negative than positive.</p>
<b>Unacceptable</b>	<p>Proposed approach has many deficiencies or proposed approach is totally without merit.</p> <p>Past performance is unacceptable.</p>

**Attachment A – NOAA LOGO**



## **ATTACHMENT B- SAMPLE TASK 1, TASK ORDER REQUEST**

### **Southeast River Forecast Center Neuse, Cape Fear, Roanoke, Pee Dee, Chowan, and Santee Rivers in North Carolina and Virginia**

#### **SECTION 1 - SUPPLIES OR SERVICES AND PRICE/COST**

##### **1.1 PRICE/OFFER SCHEDULE**

NOAA's National Weather Service (NWS) requires a study of the Southeast River Forecast Center (SERFC) hydrologic forecasting models resulting in a set of recommendations for improvement; calibration of the SERFC Neuse, Cape Fear, Roanoke, Pee Dee, Chowan, and Santee Rivers, North Carolina river basins; and calibration of the FLDWAV model in the Tar River basin.

The Government prefers a Cost Plus Fixed Fee (CPFF) pricing on this task

##### **B.2 BUDGET ESTIMATE**

The life cycle estimate for this task order is \$375,000.00.

#### **SECTION 2 - STATEMENT OF NEED AND PERFORMANCE REQUIRED**

##### **2.1 BACKGROUND AND PURPOSE**

The National Weather Service (NWS) requires assistance performing data analysis, model calibration and reservoir reviews for basins in North Carolina and Virginia. This statement of need outlines assistance required by the SERFC (Southeast River Forecast Center). In completing this task, the contractor shall:

1. Perform a review of current reservoir modeling procedures for 14 reservoirs. This review will cover current hydrologic modeling in local areas upstream of reservoirs, routing of upstream flows into the reservoir, reservoir operations, and integration of multiple reservoirs.
2. Analyze historical streamflow data and calibrate the Sacramento Soil Moisture Accounting model (SAC-SMA), the Unit Hydrograph model, and the Lag/K model for 41 forecast points in the Neuse, Cape Fear, Roanoke, Pee Dee, Chowan, and Santee River Basins in North Carolina and Virginia.
3. Calibrate the FLDWAV model for the Tar basin in support of SERFC flood inundation mapping efforts.

##### **2.2 SCOPE OF WORK/OBJECTIVE**

The National Weather Service (NWS) requires assistance performing data analysis, model calibration and reservoir reviews for basins in North Carolina and Virginia. This proposed scope of work outlines assistance required by the SERFC. In completing the task, the contractor shall analyze historical streamflow data and calibrate the Sacramento Soil Moisture Accounting model (SAC-SMA), the Unit Hydrograph model, and the Lag/K model for 41 forecast points in the Neuse, Cape Fear, Roanoke, Pee Dee, Chowan, and Santee River Basins in North Carolina and Virginia. Additionally the contractor shall perform a review and enhancement, if deemed necessary, of current reservoir modeling procedures for 14 reservoirs. This review shall cover current hydrologic modeling in local areas upstream of reservoirs, routing of upstream flows into the reservoir, reservoir operations, and integration of

multiple reservoirs. Lastly, the contractor shall calibrate the FLDWAV model for the Tar basin in support of SERFC flood inundation mapping efforts.

## 2.3 TASK REQUIREMENTS

### 2.3.1 SubTask 1 - Study Current SERFC Reservoir Modeling Procedures

Review and recommend improvements in the current reservoir modeling procedures including local area hydrologic modeling, routing of upstream flows, and actual reservoir operations. The reservoirs to be included in the review are:

Smith Mountain Reservoir, VA	02057400	SMIV2
Leesville Reservoir, VA	02059400	LESV2
John H. Kerr Reservoir nr Boydton, VA	02079490	KERV2
Philpott Lake nr Philpott, VA	02071900	PTTV2
W. Kerr Scott Reservoir nr Wilkesboro, NC	02111391	WLKN7
B. Everett Jordan Lake nr Moncure, NC	02098197	NHPN7
Falls Lake above Dam nr Falls, NC	02087182	NUDN7
High Rock Lake, NC	02122400	HGRN7
Blewett Falls Lake, NC	02128800	BLFN7
Lake James, NC	02138519	BRWN7
Rhodhiss Lake, NC	02141490	RHON7
Lake Hickory, NC	02141961	OXFN7
Lookout Shoals Lake, NC	02142441	LKSN7
Lake Norman, NC	02142647	CWAN7

This subtask shall involve a review of the reservoir models currently in use by the SERFC. Additionally, as part of this subtask, the contractor shall review the unit hydrographs, Lag/K parameters, and Sacramento models in place for the reservoir local areas. If necessary and if sufficient data exists, the contractor shall recalculate unit hydrographs and calibrate the models for those areas. The review shall consist of:

- *Reservoir Operations Review.* A complete review of the RES-SNGL model shall be performed for each of the 14 listed reservoirs. All available information and data pertaining to the reservoirs shall be collected from the appropriate organizations and assessed. If deemed necessary, modifications to the reservoir modeling procedures shall be recommended, possibly including the replacement of RES-SNGL with the RES-J model. If accepted by SERFC, the contractor shall implement the modifications.
- *Unit Hydrograph Development.* Where possible, the contractor shall develop unit hydrographs for the sub-basins using the NWS IHABBS (Integrated Hydrologic Automated Basin Boundary System) software. The parameters in the IHABBS software shall be adjusted based on a comparison of the IHABBS-derived unit hydrographs to those developed from the instantaneous discharge data during calibration. Adjustments shall then be made as necessary for the unit hydrograph ordinates to be consistent with the assumptions of the SAC-SMA rainfall runoff model.
- *Unit Hydrograph Development.* Where possible, the contractor shall develop unit hydrographs for the sub-basins using the NWS IHABBS software. The parameters in the IHABBS software shall be adjusted based on a comparison of the IHABBS-derived unit hydrographs to those developed from the instantaneous discharge data during calibration. Adjustments shall then be made as necessary for the unit hydrograph ordinates to be consistent with the assumptions of the SAC-SMA rainfall runoff model.

- SAC-SMA Calibration. Where sufficient data exists to calculate reservoir inflows, the SAC-SMA model shall be calibrated as the rainfall-runoff model for each sub-basin. Both manual and automatic calibration techniques may be employed.
- Routing Model Calibration. For non-headwater reservoir segments, upstream flows must be routed to the reservoir inflow point. The contractor shall calibrate the Lag/K routing models where possible.

### **2.3.2 SubTask 2 - Calibrate the SAC-SMA, Unit Hydrograph, and Lag/K routing models for Neuse, Cape Fear, Roanoke, Pee Dee, Santee and Chowan River basins in North Carolina and Virginia**

Calibrate the SAC-SMA, Unit Hydrograph, and Lag/K routing models for Neuse, Cape Fear, Roanoke, Pee Dee, Santee and Chowan River basins in North Carolina and Virginia. The forecast points are:

Haw River at Haw River, NC	02096500	HAWN7
Haw River nr Bynum, NC	02096960	BYNN7
Deep River at Ramseur, NC	02100500	RMSN7
Deep River at Moncure, NC	02102000	MONN7
Cape Fear River at Lillington, NC	02102500	LLLN7
Cape Fear River at Fayetteville, NC	02104000	FAYN7
Northeast Cape Fear River nr Chinquapin, NC	02108000	CHIN7
Northeast Cape Fear River nr Burgaw, NC	02108566	BGWN7
Eno River nr Durham, NC	02085070	ENON7
Crabtree Creek at US 1 at Raleigh, NC	02087324	CRBN7
Neuse River nr Clayton, NC	02087500	CLYN7
Neuse River at Smithfield, NC	02087570	SMFN7
Little River nr Princeton, NC	02088500	PNTN7
Neuse River nr Goldsboro, NC	02089000	GLDN7
Neuse River at Kinston, NC	02089500	KINN7
Contentnea Creek at Hookerton, NC	02091500	HOKN7
Roanoke River at Lafayette, VA	02054500	LAHV2
Roanoke River at Roanoke, VA	02055000	RONV2
Blackwater River nr Rocky Mount, VA	02056900	BLAV2
Pigg River nr Sandy Level, VA	02058400	SANV2
Goose Creek nr Huddleston, VA	02059500	HUDV2
Roanoke River at Brookneal, VA	02062500	BROV2
Roanoke River at Randolph, VA	02066000	RNDV2
Smith River at Eden, NC	02074000	EDSN7
Dan River nr Wentworth, NC	02071000	WENN7
Dan River at Sewage Treatment Plant near Danville, VA	02075045	DVLV2
Dan River at Paces, VA	02075500	PCEV2
Yadkin River at Wilkesboro, NC	02112000	WKSNN7
Roaring River nr Roaring River, NC	02112120	RORN7
Yadkin River at Elkin, NC	02112250	ELKN7
Yadkin River at Yadkin College, NC	02116500	YADN7
Rocky River nr Norwood, NC	02126000	NRWN7
Lumber River nr Maxton, NC	02133624	MAXN7
South Fork Catawba River at Lowell, NC	02145000	LOWN7
Nottoway River nr Rawlings, VA	02044500	RAWV2
Nottoway River nr Stony Creek, VA	02045500	STYV2
Nottoway River nr Sebrell, VA	02047000	SEBV2
Blackwater River nr Franklin, VA	02049500	FKNV2



Meherrin River nr Lawrenceville, VA  
Meherrin River at Emporia, VA

02051500  
02052000

LAWV2  
EPOV2

The contractor shall work with SERFC to review and collect available streamflow and reservoir data and coordinate to obtain additional data and maps that are necessary and appropriate to complete the task. Contractor staff shall travel to the SERFC to discuss the calibration strategy for the Neuse, Cape Fear, Roanoke, Pee Dee, Santee and Chowan River basins. SERFC will provide sub-basin boundaries in ArcView format. In addition, SERFC will provide the contractor the appropriate data for the NWS IHABBS to support the development of unit hydrographs.

The calibration process relies on historical time-series of MAP and discharge for each sub-area being calibrated. MAP time series development for the Neuse, Cape Fear, Roanoke, Pee Dee, Santee and Chowan River basins is included as part of a different task.

The contractor shall accomplish the following during calibration:

- *Historical Streamflow Development.* The contractor shall review the historical streamflow data for the Neuse, Cape Fear, Roanoke, Pee Dee, Santee and Chowan River basins and quality control the data both prior to and during the calibration process. The contractor shall work with SERFC to identify time periods that may be useful for unit hydrograph estimation. SERFC will request instantaneous data for these periods from the USGS.
- *PET Estimate.* Average monthly estimates of Potential Evapotranspiration (PET) shall be developed for each sub-basin in the Neuse, Cape Fear, Roanoke, Pee Dee, Santee and Chowan River basins.
- *Water Balance Analysis.* A water balance analysis shall be conducted for the Neuse, Cape Fear, Roanoke, Pee Dee, Santee and Chowan River sub-basins to validate the areal precipitation, potential evapotranspiration, and discharge estimates. The water balance components shall be analyzed for consistency from basin to basin. If major discrepancies are observed, the corresponding data shall be inspected further and an attempt shall be made to resolve discrepancies.
- *Calibration Strategy.* Based on discussions with SERFC personnel familiar with the basins, the results of the data analysis, and accepted calibration approaches, the contractor shall develop a calibration strategy. This strategy shall include identification of sub-basins thought to be hydrologically similar, and identification of expected parameter ranges based on data analysis results and discussion with SERFC personnel.
- *Unit Hydrograph Development.* Instantaneous discharge data shall be used to estimate unit hydrographs for several sub-basins. In addition, the contractor shall develop unit hydrographs for all the sub-basins using the NWS IHABBS software. The parameters in the IHABBS software shall be adjusted based on a comparison of the IHABBS-derived unit hydrographs to those developed from the instantaneous discharge data. Adjustments shall then be made as necessary for the unit hydrograph ordinates to be consistent with the assumptions of the SAC-SMA rainfall runoff model.
- *SAC-SMA Calibration.* The SAC-SMA model shall be calibrated as the rainfall-runoff model for each sub-basin. Initial parameter estimates will be derived from a combination of hydrograph analysis as well as an assessment of parameters from similar basins, topography, soils, land use, and other available geographic data. Both manual and automatic calibration techniques may be employed.

- Routing Model Calibration. Streamflow routing is required to estimate the local discharge at non-headwater forecast points. The contractor shall calibrate the Lag/K routing model where necessary.

### 2.3.3 Subtask 3 - Calibrate the FLDWAV Model at 5 Forecast Points in the Tar River Basin

Calibrate the FLDWAV model at 5 forecast points in the Tar River basin by adjusting the Manning's roughness parameter (n) as necessary. The forecast points include:

Tar River at Louisburg	02081747	LOUN7
Tar River at NC 97 at Rocky Mount	02082585	ROKN7
Fishing Creek near Enfield	02083000	EFDN7
Tar River at Tarboro	02083500	TARN7
Tar River at Greenville	02084000	PGVN7

The contractor will perform the following activities to calibrate the FLDWAV model for the Tar River basin:

- Model Review. The contractor shall work with SERFC to acquire the segment definitions that include FLDWAV model operations for the Tar River basin. The model operations shall be reviewed and a calibration strategy identified for each of the 5 forecast points. The calibration strategy development shall involve discussions with the SERFC to identify appropriate parameter ranges.
- Model Calibration. The primary parameter to be calibrated in the FLDWAV model is Manning's n. This parameter shall be calibrated by an iterative procedure to determine the value producing the best model results. If deemed necessary other minor adjustments may be made to model characteristics or operations to improve simulations. Any adjustments shall be discussed with and approved by SERFC as they arise.

### 2.3.4 Assumptions

1. The SERFC will provide daily streamflow data as well as a limited amount of shorter-interval instantaneous streamflow data to be used for unit hydrograph estimation in the Neuse, Cape Fear, Roanoke, Pee Dee, Santee and Chowan River basins.
2. IHABBS software and data will be available for basin delineation and unit hydrograph development.
3. The SERFC will provide background information, current model configurations, and any other necessary information for the 14 reservoirs.
4. The SERFC will provide segment definitions that include the FLDWAV model operations for the Tar basin that have previously been constructed and tested for model stability.
5. Dynamic routing is not included in the calibration of the Neuse, Cape Fear, Roanoke, Pee Dee, Santee and Chowan River basins.
6. Initialization activities are not included as part of this task.

### **2.3.5 Deliverables**

#### **2.3.5.1 SubTask 1**

The contractor shall prepare a comprehensive analysis and recommendation report on the current reservoir modeling procedures for the 14 specified reservoirs. Results and recommendations will be documented in formal report.

#### **2.3.5.2 SubTask 2**

Calibrated SAC-SMA, Unit Hydrograph, and LAG/K routing models for the Neuse, Cape Fear, Roanoke, Pee Dee, Santee and Chowan River basins.

#### **2.3.5.3 SubTask 3**

Calibrated FLDWAV model for the Tar River basin.

#### **2.3.5.4 All SubTasks**

Contract level reports.

Final task report summarizing the work performed, the total task cost, and recommendations.

### **2.4 SCHEDULE**

The Government believes the task to be 12 months in duration. The contractor shall plan to deliver the calibrated models for Neuse, Cape Fear, Roanoke, Pee Dee, Santee and Chowan River basins no later than 12 months from the date of award.

## **SECTION 3 – TASK ORDER PROVISIONS**

### **2.1 TASK ORDER PERFORMANCE MEASURES AND REPORTING**

The Government estimate for this task is to complete all subtasks 12 months from the date of award. The 12 month estimate is the performance measure that will be used to determine the performance incentive and disincentive. The work required by the task order resulting from this Request For Proposals shall be performed at a location furnished by the contractor. Certification by the Government of satisfactory services provided is contingent upon the contractor performing in accordance with the terms and conditions of the Advance Hydrologic Prediction Service (AHPS) contract, this task order, and with the Contractor Technical and Price Proposal, and all amendments. The Government requires complete (100%) compliance with all task requirements to qualify for an incentive. The Contractor shall accomplish the work described herein in accordance with the performance metrics specified in Attachment 1 of this TOR. The performance metrics stated therein are for offeror information and evaluation purposes. The performance metrics may not be modified in the technical proposal.

### **2.2 INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of all work performed, reports, and other deliverables will be conducted by the SERFC Project Officer and reported to the COTR.

### **2.3 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters a difficulty in either meeting performance requirements, anticipates difficulty in complying with task requirements, or has knowledge that any actual or

potential situation is delaying or threatens to delay the timely performance of this task order, the Contractor shall immediately notify the Contracting Officer, the COTR, and the Project Officer in writing providing the pertinent details. This provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this task order.

## **2.4 PERIOD OF PERFORMANCE**

The period of performance for this task order shall be from award through completion. The Government estimate is the performance should be completed in 12 months from award.

## **2.5 ACCESS TO FACILITIES**

The Contractor will be given as needed access to the SERFC during normal business hours. Normal business hours are an 8 hour day including the core hours of 9:30 a.m. to 3:00 p.m.

## **2.6 PROJECT OFFICER**

Not required for this sample task.

## **2.7 KEY PERSONNEL**

There are no key personnel requirements for this task order.

## **2.8 GOVERNMENT FURNISHED EQUIPMENT, DATA, AND RESOURCES**

The Government will not provide the Contractor with any equipment to perform this task. This task shall be performed by the Contractor at the Contractor's facilities. The Government will provide the data specified in Section 2 of this TOR and also will provide SERFC personnel resources to complete Contractor requests for that data in a timely manner.

## **2.9 TRAVEL**

Travel may be necessary in order to accomplish certain subtask(s) contained in this TOR.

# **SECTION 3 - TASK ORDER PROPOSAL**

## **3.1 TECHNICAL PROPOSAL**

Offerors shall not include any price in the Technical Proposal for this sample task. Offeror proposals must include the following:

1. Task Order Management Plan including use of subcontractors, phase-in/phase-out plans, and other task management considerations.
2. Technical Approach Description - a description of the approach and methodology or technique to accomplish the task order including quality control procedures. A brief description of each subtask work element shall be included.
3. Deliverable Schedule and Description showing when each draft, section, or final deliverable will be submitted and the length of the Government review acceptance time for that deliverable. The deliverables shall be described in sufficient detail to allow government evaluation.
4. Staffing Plan - The Contractor shall submit a Staffing Plan that clearly demonstrates their

ability to accomplish the work set forth in this task order. The Contractor shall submit resumes for all personnel that it deems to be necessary to task order success showing the credentials of those individuals to successfully complete the task order. The Contractor shall note which of those personnel will be designated as Key Personnel. The Contractor shall not remove any designated Key Person from the task order until the entire task order is complete.

5. Proposed Task Schedule shall be provided in sufficient detail to allow the Government to monitor Contractor progress.
6. Critical Dependencies shall be listed if so warranted.

Offerors must submit a technical proposal that addresses each subtask requirement.

Technical Proposals shall be limited to 10 pages not including resumes. Resumes shall be limited to 2 pages each.

The Technical Proposal for this sample task must be simultaneously submitted as a separate and labeled section of the offeror's Technical Proposal in response to the solicitation RFP.

### **3.2 PRICE PROPOSALS**

Offerors must submit a written Price Proposal simultaneously with submission of the offeror Price Proposal in response to the RFP. Sample Task price proposals shall be submitted separately from the technical proposal and shall be submitted in the Proposal Price Volume. Cost Plus Fixed Fee task order price proposals are acceptable. Offerors are requested to submit their own payment schedule in accordance Attachment 2, Cost Proposal Format. Offerors may propose current commercial or GSA Schedule rates to calculate the sample task prices.

Proposals submitted shall clearly explain and delineate all task order costs and fixed fee or profit. Offerors should maintain copies of all offer price/cost worksheets.

# **SAMPLE TASK 1 ATTACHMENT 1 – PERFORMANE INCENTIVE METRICS**

<b>Criteria</b>	<b>Required Service</b>	<b>Performance Standard</b>	<b>Monitoring Method/Frequency</b>	<b>Incentives / Disincentives</b>
Task Order Performance Length of 10 months or less	100% completion of task effort and government acceptance of all deliverables as defined in Section C	12 months to complete all task order items as defined in Section C	At completion of Subtask 3	Excellent Past Performance Rating
Task Order Performance Length of 10 - 12 months	100% Completion of task effort and government acceptance of all deliverables as defined in Section C	12 months to complete all task order items as defined in Section C	At completion of Subtask 3	Above Average Past Performance Rating
Task Order Performance Length of 12 - 13 months	100% Completion of task effort and government acceptance of all deliverables as defined in Section C	12 months to complete all task order items as defined in Section C	At completion of Subtask 3	Average Past Performance Rating
Task Order Performance Length of 13 - 14 months	100% Completion of task effort and government acceptance of all deliverables as defined in Section C	12 months to complete all task order items as defined in Section C	At completion of Subtask 3	Below Average Past Performance Rating
Task Order Performance Length of over 14 months	100% Completion of task effort and government acceptance of all deliverables as defined in Section C	12 months to complete all task order items as defined in Section C	At completion of Subtask 3	Unacceptable Past Performance Rating

The above ratings assume the Government has not caused the Contractor to delay progress. The length of government caused delays will be subtracted from the total time to calculate the Contractors task duration for the purposes of the incentive/disincentive in the above table.

## SAMPLE TASK 1 ATTACHMENT 2 - COST PROPOSAL FORMAT

**Offeror Name:**

**POC:**

**Telephone:**

**Direct Labor**

<b><u>Category</u></b>	<b><u>Labor Rate</u></b>	<b><u>Hours</u></b>	<b><u>Amount</u></b>
(Insert proposed labor category(s))			\$ 0.00
			<u>\$ 0.00</u>
<b>A. Total Labor</b>			\$ 0.00

**Other Direct Costs (ODCs) Including Handling Fees**

(1) Travel	\$ 1000.00
Misc. Other Direct Costs (Identify)	\$ 0.00
Subcontractor Costs	\$ 0.00
ODC Handling Fee (if any)	<u>\$ 0.00</u>
<b>B. Total ODCs</b>	\$ 0.00

**C. Fee or Profit** \_\_\_\_\_ % \$ 0.00

**Total Proposed Price (A+B+C)** **\$ 0.00**

**Payment Schedule:** Not Required For this Sample Task.

- (1) For the Purposes of this Sample Task, All Offerors shall submit \$1,000.00 as the estimated travel. This restriction is for evaluation purposes.

## **ATTACHMENT C- SAMPLE TASK 2, REQUEST FOR PROPOSAL**

### **HYDROLOGY LABORATORY HYDROLOGIC SOFTWARE ENGINEERING BRANCH ENHANCED TEMPERATURE PRE-PROCESSING**

#### **SECTION 1 - SUPPLIES OR SERVICES AND PRICE/COST**

##### **B.1 PRICE/OFFER SCHEDULE**

NOAA's National Weather Service (NWS) requires new software modules for the NWS River Forecast System hydrologic forecasting models to upgrade the observed temperature estimates.

The Government prefers a Cost Plus Fixed Fee (CPFF) pricing on this task.

##### **B.2 BUDGET ESTIMATE**

The life cycle estimate for this task order is \$1,020,000.00.

#### **SECTION 2 - STATEMENT OF NEED AND PERFORMANCE REQUIRED**

##### **2.1 BACKGROUND AND PURPOSE**

NOAA's National Weather Service (NWS) requires new software modules for the NWS River Forecast System hydrologic forecasting models to upgrade the observed temperature estimates.

##### **2.2 SCOPE OF WORK/OBJECTIVE**

The National Weather Service (NWS) River Forecast System (NWSRFS) ingests a variety of data types to compute river forecasts. The data are collected from stations, model output and spatial sensors such as radar and satellites. These data are aggregated and smoothed in space and time to produce single valued time series ready for use in the NWSRFS to drive the river forecast models. Substantial effort has been expended to provide upgraded capabilities to compute observed precipitation estimates; comparable work is required for upgrading the observed temperature estimates.

The objective of this task is to provide the NWS River Forecast Centers (RFCs) and Weather Forecast Offices (WFOs) with new software to compute 'best estimate' grids of temperatures on a four kilometer grid defined by the HRAP coordinate system at hourly time steps, along with temporal and areal averaging function which computes a time series of mean areal temperature values over a basin or multiple basins at any requested time step. Both software functions should be capable of running in a 'Batch mode' or from a Graphical User Interface (GUI). The target system for operations is the NWS Advanced Weather Interactive Processing System (AWIPS).

##### **2.3 TASK REQUIREMENTS**

The NWS AWIPS already contains numerous software packages – packages that display data, make scientific calculations, track data states and the like. Any upgrades to existing functions must be integrated into the existing processing streams, databases operational frameworks and source code. The requirement for integration does not imply an insistence on the status quo for scientific and software development. Necessary existing AWIPS elements may be modified to accommodate new software development.

There are 5 major subtasks in this task:



- 1) Assessment of data sources and algorithm development;
- 2) Specification of software functions and design;
- 3) Coding, documentation and testing;
- 4) Beta testing at field sites; and
- 5) Final system acceptance testing.

Each subtask shall be complete with a review and acceptance by the Government prior to work commencing on the following subtask. Collaborative development between the Contractor and the Government will be expected at various points during the task. The collaboration does not eliminate the need for formal review and acceptance between each Subtask.

### **2.3.1 Subtask 1 - Assessment of Data Sources and Algorithm Development**

This subtask shall be a collaborative effort between the Contractor and the Government.

The appropriate algorithm for computing best estimate gridded fields of temperature will depend upon what data are currently available to NWS RFCs and WFOs and what data are likely to become available in the next decade. Therefore, the contractor shall make an assessment of the quality and suitability of the available data for computing gridded fields. From this assessment the contractor shall develop an algorithm to compute the best estimate grids. Existing algorithms within AWIPS must be considered and if rejected a justification provided. The limitations of the algorithm must be documented with proposed engineering resolutions to each limitation. The areal and temporal averaging calculations are trivial and existing AWIPS algorithms can be used. A comparison of the results of the proposed technique against the existing gauge based technique for 10 basins selected by the Government shall also be completed. This comparison will be used by the Government to evaluate the proposed algorithm, and if indicated by the comparison, changes to the proposed algorithm and re-evaluation of the algorithm may be required.

### **2.3.2 Subtask 2 - Specification of Software Functions and Design**

The Contractor and the Government will collaborate to develop an Operational Concept for the computation of gridded temperature fields and then the areal averaging of those fields. This document shall include a description of the manner in which the field offices can control the process, the data stores, and the displays. The Government will review this document and update it as required. The Contractor shall propose a system design that provides for the necessary integration with existing AWIPS elements. Because the integration is a critical facet of this Task, it is expected the system design will be an iterative collaboration between the Government and the Contractor. Once the System Design is agreed upon, the Contractor shall document the Design. The Contractor shall then develop Detailed Specifications of the software from the Operational Concept document and the system design. The Detailed Specifications should be individual testable elements and will be reviewed and accepted by the Government before continuing with the next Subtask.

### **2.3.3 Subtask 3 - Coding, Documentation and Testing**

Duplication of software functions and routine names is the source of numerous Configuration Management problems. Therefore, the Contractor shall develop and deliver a Coding Plan for review by the Government. The Coding Plan shall describe the proposed functions to be programmed so the Government developers can determine if those functions already exist in the AWIPS software. The Coding Plan also shall describe major library structures and header file configurations as well as how the Contractor will use the required government Application Programmer Interfaces (APIs) and coding standards.

Upon approval of the Coding Plan, the Contractor shall develop the agreed upon modules.

The Contractor shall develop user and system documentation and develop test data sets that demonstrate the functional elements described in the Detailed Specifications from Subtask 1. The code, documentation and test data will be delivered in the structures agreed to in the Coding Plan. Acceptance will occur when the Government compiles the executables and tests the code by demonstrating that the system meets all of the Detailed Specifications defined in Subtask 2. The Government may, at its option, choose to use the Contractor test data sets or alternatively develop additional test data sets to evaluate the code against the Detailed Specifications.

#### **2.3.4 Subtask 4 - Beta Testing at Field Sites**

In order to meet the critical need of operational software for extensive testing, the Government will conduct a beta test of the Contractor's code delivered in Subtask 3. The beta test will occur at two RFCs and two WFOs and have a duration of not less than 4 weeks. The contractor shall support the beta test and fix all operational issues found during the beta testing.

#### **2.3.5 Subtask 5 - Final System Acceptance Test**

Final acceptance of the work will occur when the contractor has provided all of the fixes to problems found in the beta test and updated all of the documentation accordingly.

#### **2.3.5 Deliverables**

##### **2.3.5.1 Subtask 1 - Assessment of Data Sources and Algorithm Development**

A formal draft and final report detailing the efforts of this subtask. The report shall be written in sections so the Government can review them as progress is made on the study. The report shall have, at a minimum, the following sections:

1. Written *Section on Review of Data* providing details of the suitability of the various data sources for computation of a best estimate grid of temperature observations.
2. Written *Section on Proposed Algorithm* describing the proposed algorithm including the manner in which it can be extended to accommodate the new data sources expected in the next decade.
3. Written *Section on Limitations of Algorithm* providing a detailed list of the limitations the proposed algorithm has, the relevant geographic regions where those limitations are significant, the time periods when those limitations are significant, and the proposed engineering solution to the limitations.
4. Written *Section on Comparison of old and new calculations* – provides the results of calculating the mean areal temperatures using the new process and using the old process. Summary statistics describing the comparison of the time series should be provided and suggested explanations for differences.

##### **2.3.5.2 Subtask 2 - Specification of Software Functions and Design**

1. A written *Report on Operational Concept* that describes the manner in which the RFCs and WFOs would use the new temperature pre-processing function. The report shall include a description of the manner in which the field offices can control the process, the data stores, and the displays and the scientific development done in Subtask 1 of this task order.
2. Oral presentations on the System Design for the new pre-processors. Supporting text and graphics shall be provided.

3. System Design documentation.
4. Technical Specifications and Test Plans and Procedures.

#### **2.3.5.3 Subtask 3 - Coding, Documentation and Testing**

1. A Coding Plan describing the proposed functions to be programmed so the Government developers can determine if those functions already exist in the AWIPS software.
2. A fully tested system complete with all documentation developed in accordance with previous deliverables ready for compilation and fielding at the beta test sites.

#### **2.3.5.4 Subtask 4 - Beta Testing at Field Sites**

1. The system from Subtask 2 with all corrections and documentation changes necessitated from the beta test.

#### **2.3.5.5 Subtask 5 - Final System Acceptance Test**

1. The Government will conduct an assessment of Subtask 4 deliverables to ensure all corrections have been applied and documentation updated. The Contractor shall provide a written report detailing the findings of this assessment.

### **2.4 SCHEDULE**

The Government estimate for this task is as follows:

1. Subtask 1 - 4 months
2. Subtask 2 - 6 months
3. Subtask 3 - 4 months
4. Subtask 4 - 2 months
5. Subtask 5 - 2 weeks

## **SECTION 3 – TASK ORDER PROVISIONS**

### **3.1 TASK ORDER PERFORMANCE MEASURES AND REPORTING**

The Government estimate for this task is to complete all subtasks 16 ½ months from the date of award. The 16-½ month estimate is the performance measure that will be used to determine the performance incentive and disincentive. The work required by the task order resulting from this Request For Proposals shall be performed at a location furnished by the contractor. Meetings may need to be held at the NWS location in Silver Spring, MD. Certification by the Government of satisfactory services provided is contingent upon the contractor performing in accordance with the terms and conditions of the Advance Hydrologic Prediction Service (AHPS) contract, this task order, and with the Contractor Technical and Price Proposal, and all amendments. The Government requires complete (100%) compliance with all task requirements to qualify for an incentive. The Contractor shall accomplish the work described herein in accordance with the performance metrics specified in Attachment I to this TOR. The performance metrics stated herein are for offeror information and evaluation purposes. The performance metrics may not be modified in the technical proposal.

### **3.2 INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of all work performed, reports, and other deliverables will be conducted by the Hydrology Laboratory, Hydrologic Software Engineering Branch Project Officer and reported to the COTR.

### **3.3 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters a difficulty in either meeting performance requirements, anticipates difficulty in complying with task requirements, or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this task order, the Contractor shall immediately notify the Contracting Officer, the COTR, and the Project Officer in writing providing the pertinent details. This provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this task order.

### **3.4 PERIOD OF PERFORMANCE**

The period of performance for this task order shall be from award through completion. The Government estimate is the performance should be completed in 16 ½ months from award.

### **3.5 ACCESS TO FACILITIES**

The Contractor will be given as needed access to the Hydrology Laboratory, located contiguous to the Metro Center in Silver Spring, MD. during normal business hours. Normal business hours are an 8 hour day including the core hours of 9:30 a.m. to 3:00 p.m., Monday through Friday.

### **3.6 PROJECT OFFICER**

Not required for this sample task.

### **3.7 KEY PERSONNEL**

There are no key personnel requirements for this task order.

### **3.8 GOVERNMENT FURNISHED EQUIPMENT, DATA, AND RESOURCES**

The Government will not provide the Contractor with any equipment to perform this task. This task shall be performed by the Contractor at the Contractor's facilities. The Government will provide the following:

1. A list of currently available data and data likely to be available in the next decade;
2. A description of existing AWIPS algorithms for computing gridded fields;
3. A list of 10 basins for making comparisons between the new and the old Areally averaged temperature time series;
4. Data to make the comparisons between the new and old methods for the 10 basins listed above.
5. Description of the development environment, including compilers, database engines and target operating systems.
6. Coding standards
7. Descriptions of required APIs and code for same.
8. Data as required to develop test scenarios

### **3.9 AUTHORIZATION OF GOVERNMENT PAID TRAVEL**

Travel may be necessary in order to accomplish certain task(s) contained in this Contract.

## **SECTION 4 – TASK ORDER PROPOSAL**

### **4.1 TECHNICAL PROPOSAL**

Offerors shall not include any price in the Technical Proposal for this sample task. Offeror proposals must include the following:

1. Task Order Management Plan including use of subcontractors, phase-in/phase-out plans, and other task management considerations.
2. Technical Approach Description - a description of the approach and methodology or technique to accomplish the task order including quality control procedures. A brief description of each subtask work element shall be included.
3. Deliverable Schedule and Description showing when each draft, section, or final deliverable will be submitted and the length of the Government review acceptance time for that deliverable. The deliverables shall be described in sufficient detail to allow government evaluation.
4. Staffing Plan - The Contractor shall submit a Staffing Plan that clearly demonstrates their ability to accomplish the work set forth in this task order. The Contractor shall submit resumes for all personnel that it deems to be necessary to task order success showing the credentials of those individuals to successfully complete the task order. The Contractor shall note which of those personnel will be designated as Key Personnel. The Contractor shall not remove any designated Key Person from the task order until the entire task order is complete.
5. Proposed Task Schedule shall be provided in sufficient detail to allow the Government to monitor Contractor progress.
6. Critical Dependencies shall be listed if so warranted.

Offerors must submit a technical proposal that addresses each subtask requirement.

Technical Proposals shall be limited to 10 pages not including resumes. Resumes shall be limited to 2 pages each.

The Technical Proposal for this sample task must be simultaneously submitted as a separate and labeled section of the offeror's Technical Proposal in response to the Request For Proposals (RFP).

### **4.2 PRICE PROPOSALS**

Offerors must submit a written Price Proposal simultaneously with submission of the offeror Price Proposal in response to the RFP. Sample Task price proposals shall be submitted separately from the technical proposal and shall be submitted in the Proposal Price Volume. Cost Plus Fixed Fee task order price proposals are acceptable. Offerors are requested to submit their own payment schedule in accordance Attachment 2, Cost Proposal Format. Offerors may propose current commercial or GSA Schedule rates to calculate the sample task prices.

Proposals submitted shall clearly explain and delineate all task order costs and fixed fee or profit. Offerors should maintain copies of all offer price/cost worksheets.

**SAMPLE TASK 2 ATTACHMENT 1 – PERFORMANE INCENTIVE METRICS**

<b>Criteria</b>	<b>Required Service</b>	<b>Performance Standard</b>	<b>Monitoring Method/Frequency</b>	<b>Incentives / Disincentives</b>
Task Order Performance Length of 14 months or less	100% completion of task effort and government acceptance of all deliverables as defined in Section C	16 ½ months to complete all task order items as defined in Section C	At completion of Subtask 5	1% Incentive Fee
Task Order Performance Length of 14 - 15 months	100% Completion of task effort and government acceptance of all deliverables as defined in Section C	16 ½ months to complete all task order items as defined in Section C	At completion of Subtask 5	.5% Incentive Fee
Task Order Performance Length of 15 - 16 ½ months	100% Completion of task effort and government acceptance of all deliverables as defined in Section C	16 ½ months to complete all task order items as defined in Section C	At completion of Subtask 5	0% Incentive Fee
Task Order Performance Length of 16 ½ - 18 months	100% Completion of task effort and government acceptance of all deliverables as defined in Section C	16 ½ months to complete all task order items as defined in Section C	At completion of Subtask 5	-1% Incentive Fee

The above ratings assume the Government has not caused the Contractor to delay progress. The length of government caused delays will be subtracted from the total time to calculate the Contractors task duration for the purposes of the incentive/disincentive in the above table.

## SAMPLE TASK 2 ATTACHMENT 2 - COST PROPOSAL FORMAT

**Offeror Name:**

**POC:**

**Telephone:**

**Direct Labor**

<b><u>Category</u></b>	<b><u>Labor Rate</u></b>	<b><u>Hours</u></b>	<b><u>Amount</u></b>
(Insert proposed labor category(s))			\$ 0.00
			<u>\$ 0.00</u>
<b>A. Total Labor</b>			\$ 0.00

**Other Direct Costs (ODCs) Including Handling Fees**

(1) Travel	\$ 0.00
Misc. Other Direct Costs (Identify)	\$ 1,000.00
Subcontractor Costs	\$ 0.00
ODC Handling Fee (if any)	<u>\$ 0.00</u>
<b>B. Total ODCs</b>	\$ 0.00

**C. Fee or Profit** \_\_\_\_\_ % \$ 0.00

**Total Proposed Price (A+B+C)** **\$ 0.00**

**D. Incentive Fee** \_\_\_\_\_ % \$ 0.00

**Total Proposed Price Including Incentive** **\$ 0.00**

**Payment Schedule:** Not Required For this Sample Task.

- (1) For the Purposes of this Sample Task, All Offerors shall submit \$1,000.00 as the estimated travel. This restriction is for evaluation purposes.

## **ATTACHMENT D- SAMPLE TASK 3, TASK ORDER REQUEST**

### **HYDROLOGY LABORATORY HYDROLOGIC SCIENCE AND MODELING BRANCH DERIVATION OF ROUTING PARAMETERS FOR DISTRIBUTED HYDROLOGIC MODELING**

#### **SECTION 1 - SUPPLIES OR SERVICES AND PRICE/COST**

##### **1.1 PRICE/OFFER SCHEDULE**

NOAA's National Weather Service (NWS) requires a study to research and develop new science resulting in distributed parameter hydrologic models for improved river and flash flood forecasting.

The Government prefers a Cost Plus Fixed Fee (CPFF) pricing on this task

##### **B.2 BUDGET ESTIMATE**

The life cycle estimate for this task order is \$187,000.00.

#### **SECTION 2 - STATEMENT OF NEED AND PERFORMANCE REQUIRED**

##### **2.1 BACKGROUND AND PURPOSE**

The National Weather Service (NWS) is uniquely mandated among government agencies to provide forecasts of the Nation's rivers. The NWS is actively developing distributed parameter hydrologic models for improved river and flash flood forecasting. The purpose of this task order is to provide basic research to scientifically evaluate and prove two recently developed approaches to improve the prediction models.

##### **2.2 SCOPE OF WORK**

The National Weather Service (NWS) is uniquely mandated among government agencies to provide forecasts of the Nation's rivers. The NWS accomplishes this mission by executing the NWS River Forecast System (NWSRFS) at 13 River Forecast Centers (RFCs) across the United States. NWSRFS is a very comprehensive suite of operational algorithms and procedures for real-time data ingest and processing, generation of forecast values of precipitation and temperature, hydrologic and hydraulic modeling, state updating, and display of results.

The Hydrology Laboratory (HL) of the Office of Hydrologic Development (OHD) is actively developing distributed parameter hydrologic models for improved river and flash flood forecasting. Recently, the HL has developed the Research Modeling System (HL-RMS) (Koren et al., 2003; Reed et al., 2002) to facilitate the transition from traditional lumped modeling to higher spatial and temporal resolution hydrologic modeling. This effort is largely driven by the availability of the Nation wide coverage of NWS NEXRAD radar precipitation estimates and other spatial data sets.

HL-RMS is a framework for evaluating lumped, semi-distributed, and fully distributed hydrologic modeling approaches. Currently, HL-RMS uses a 4-km (~16 sq. km) gridded representation of a watershed. Within each grid, the current version of HL-RMS uses the conceptual Sacramento Soil Moisture Accounting (SAC-SMA) model to transform rainfall to runoff.

Within each cell, both hillslope and channel routing of runoff volumes are performed. To produce realistic flow lengths for hillslope routing, each cell is divided into a number of conceptual hillslopes using a drainage density parameter (Figure 1). Water is routed over each hillslope to a main channel segment within a cell, and the main channel passes water to the next downstream cell. Hillslope and



channel routing in each cell is achieved using a simultaneous solution of the continuity equation and the kinematic approximation to the full St. Venant equations for unsteady flow.

## **2.3 TASK REQUIREMENTS**

### **2.3.1 Perform Basic Research**

Basic research is requested to evaluate two approaches developed in HL to derive hillslope and channel kinematic routing parameters for each grid or computational element in the distributed basin representation. These parameters include cross sectional area, top width, and roughness for simple and compound channel shapes. The approach uses flow measurements taken at the US Geological Survey (USGS) stream gages. These measurements consist of discharge, flow area, and top width of flow for selected events. An empirical geomorphological relationship is used for translating the gaged outlet measurements to each computational element. The requested research involves evaluating the HL methodologies over a large region containing many stream gage sites.

The task order will contain these separate steps as follows:

1. Review current HL methodology.
2. Select testing region in conjunction with the Government.
3. Collect any needed USGS measurements (readily available from USGS web sites). Collect digital terrain data sets if not available from the Government.
4. Apply HL methodology. This step should include the generation of hillslope/channel routing parameters at locations having observations and/or known values of the needed parameters. This should be done over a large geographic region having many gage sites.
5. Evaluate HL methodology against observed and/or measured data.
6. Make recommendations for improvements to the Government methodology.

The Contractor shall closely coordinate task efforts with the Hydrology Laboratory, Hydrologic Science and Modeling Branch representatives.

### **2.3.2 Deliverables**

A formal draft and final report detailing the recommendations for routing parameter estimation. The report also shall include the developed data sets used to prove the approaches.

## **2.4 SCHEDULE**

The Government estimates that this task will take 12 months to complete.

## **SECTION 3 – TASK ORDER PROVISIONS**

### **3.1 TASK ORDER PERFORMANCE MEASURES AND REPORTING**

The Government estimate for this task is to complete all subtasks 12 months from the date of award. The 12 month estimate is the performance measure that will be used to determine the performance incentive and disincentive. The work required by the task order resulting from this Request For Proposals shall be performed at a location furnished by the contractor. Certification by the Government of satisfactory services provided is contingent upon the contractor performing in accordance with the terms and conditions of the Advance Hydrologic Prediction Service (AHPS) contract, this task order, and with the Contractor Technical and Price Proposal, and all amendments. The Government requires complete (100%) compliance with all task requirements to qualify for an incentive. The Contractor shall accomplish the work described herein in accordance with the performance metrics specified below. The performance metrics stated herein are for offeror

information and evaluation purposes. The performance metrics may not be modified in the technical proposal.

### **3.2 INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of all work performed, reports, and other deliverables will be conducted by the SERFC Project Officer and reported to the COTR.

### **3.3 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters a difficulty in either meeting performance requirements, anticipates difficulty in complying with task requirements, or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this task order, the Contractor shall immediately notify the Contracting Officer, the COTR, and the Project Officer in writing providing the pertinent details. This provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this task order.

### **3.4 PERIOD OF PERFORMANCE**

The period of performance for this task order shall be from award through completion. The Government estimate is the performance should be completed in 12 months from award.

### **3.5 ACCESS TO FACILITIES**

The Contractor will be given as needed access to the Hydrology Lab in the Silver Spring, MD location that is adjacent to the Metro Center during normal business hours. Normal business hours are an 8 hour day including the core hours of 9:30 a.m. to 3:00 p.m.

### **3.6 PROJECT OFFICER**

Not required for this sample task.

### **3.7 KEY PERSONNEL**

There are no key personnel requirements for this task order. However, the Government believes that the Contractor assigned personnel should have an in depth knowledge of surface water hydrology and hydraulics, knowledge and experience in the use of kinematic and other approximations to the full St. Venant equations for 1-dimensional unsteady flow, and knowledge and skills with digital terrain modeling and geomorphology.

### **3.8 GOVERNMENT FURNISHED EQUIPMENT, DATA, AND RESOURCES**

The Government will not provide the Contractor with any equipment to perform this task. This task shall be performed by the Contractor at the Contractor's facilities. The Government will provide the data specified in TOR Section 2 and also will provide SERFC personnel resources to complete Contractor requests for that data in a timely manner.

The Government will supply data sets that have already been collected or produced at the time the task order is awarded.

### **3.9 AUTHORIZATION OF GOVERNMENT PAID TRAVEL**

Travel may be necessary in order to accomplish certain task(s) contained in this Contract.

## **SECTION 4 – TASK ORDER PROPOSAL**

### **4.1 TECHNICAL PROPOSAL**

Offerors shall not include any price in the Technical Proposal for this sample task. Offeror proposals must include the following:

1. Task Order Management Plan including use of subcontractors, phase-in/phase-out plans, and other task management considerations.
2. Technical Approach Description - a description of the approach and methodology or technique to accomplish the task order including quality control procedures. A brief description of each subtask work element shall be included.
3. Deliverable Schedule and Description showing when each draft, section, or final deliverable will be submitted and the length of the Government review acceptance time for that deliverable. The deliverables shall be described in sufficient detail to allow government evaluation.
4. Staffing Plan - The Contractor shall submit a Staffing Plan that clearly demonstrates their ability to accomplish the work set forth in this task order. The Contractor shall submit resumes for all personnel that it deems to be necessary to task order success showing the credentials of those individuals to successfully complete the task order. The Contractor shall note which of those personnel will be designated as Key Personnel. The Contractor shall not remove any designated Key Person from the task order until the entire task order is complete.
5. Proposed Task Schedule shall be provided in sufficient detail to allow the Government to monitor Contractor progress.
6. Critical Dependencies shall be listed if so warranted.

Offerors must submit a technical proposal that addresses each task requirement.

Technical Proposals shall be limited to 10 pages not including resumes. Resumes shall be limited to 2 pages each.

The Technical Proposal for this sample task must be simultaneously submitted as a separate and labeled section of the offeror's Technical Proposal in response to the solicitation RFP.

### **4.2 PRICE PROPOSALS**

Offerors must submit a written Price Proposal simultaneously with submission of the offeror Price Proposal in response to the RFP. Sample Task price proposals shall be submitted separately from the technical proposal and shall be submitted in the Proposal Price Volume. Cost Plus Fixed Fee task order price proposals are acceptable. Offerors are requested to submit their own payment schedule in accordance Attachment 2, Cost Proposal Format. Offerors may propose current commercial or GSA Schedule rates to calculate the sample task prices.

Proposals submitted shall clearly explain and delineate all task order costs and fixed fee or profit. Offerors should maintain copies of all offer price/cost worksheets.

### **SAMPLE TASK 3 ATTACHMENT 1 – PERFORMANE INCENTIVE METRICS**

<b>Criteria</b>	<b>Required Service</b>	<b>Performance Standard</b>	<b>Monitoring Method/Frequency</b>	<b>Incentives / Disincentives</b>
Task Order Performance Length of 11 months or less	100% completion of task effort and government acceptance of all deliverables as defined in Section C	12 months to complete all task order items as defined in Section C	At completion of Subtask 3	Excellent Past Performance Rating
Task Order Performance Length of 11 - 12 months	100% Completion of task effort and government acceptance of all deliverables as defined in Section C	12 months to complete all task order items as defined in Section C	At completion of Subtask 3	Above Average Past Performance Rating
Task Order Performance Length of 12 - 13 months	100% Completion of task effort and government acceptance of all deliverables as defined in Section C	12 months to complete all task order items as defined in Section C	At completion of Subtask 3	Average Past Performance Rating
Task Order Performance Length of 13 - 14 months	100% Completion of task effort and government acceptance of all deliverables as defined in Section C	12 months to complete all task order items as defined in Section C	At completion of Subtask 3	Below Average Past Performance Rating
Task Order Performance Length of over 14 months	100% Completion of task effort and government acceptance of all deliverables as defined in Section C	12 months to complete all task order items as defined in Section C	At completion of Subtask 3	Unacceptable Past Performance Rating

The above ratings assume the Government has not caused the Contractor to delay progress. The length of government caused delays will be subtracted from the total time to calculate the Contractors task duration for the purposes of the incentive/disincentive in the above table.

### SAMPLE TASK 3 ATTACHMENT 2 - COST PROPOSAL FORMAT

**Offeror Name:**

**POC:**

**Telephone:**

**Direct Labor**

<b><u>Category</u></b>	<b><u>Labor Rate</u></b>	<b><u>Hours</u></b>	<b><u>Amount</u></b>
(Insert proposed labor category(s))			\$ 0.00
			<u>\$ 0.00</u>
<b>A. Total Labor</b>			\$ 0.00

**Other Direct Costs (ODCs) Including Handling Fees**

(1) Travel	\$ 1,000.00
Misc. Other Direct Costs (Identify)	\$ 0.00
Subcontractor Costs	\$ 0.00
ODC Handling Fee (if any)	<u>\$ 0.00</u>
<b>B. Total ODCs</b>	\$ 0.00

**C. Fee or Profit** \_\_\_\_\_ % \$ 0.00

**Total Proposed Price (A+B+C)** 

<b>\$ 0.00</b>
----------------

**Payment Schedule:** Not Required For this Sample Task.

- (1) For the Purposes of this Sample Task, All Offerors shall submit \$1,000.00 as the estimated travel. This restriction is for evaluation purposes.

### SAMPLE TASK 3 ATTACHMENT 2 - REFERENCES

Koren, V., M. Smith, S. Reed, Z. Zhang, 2003, "Hydrology Laboratory Research Modeling System of the National Weather Service," submitted to the *Journal of Hydrology*.

Reed, S., V. Koren, Z. Zhang, M. Smith, D.J. Seo, 2002, "Distributed Modeling for Improved NWS River Forecasts," Proceedings of the Second Federal Interagency Hydrologic Modeling Conference, Las Vegas, NV, July 28-August 1.

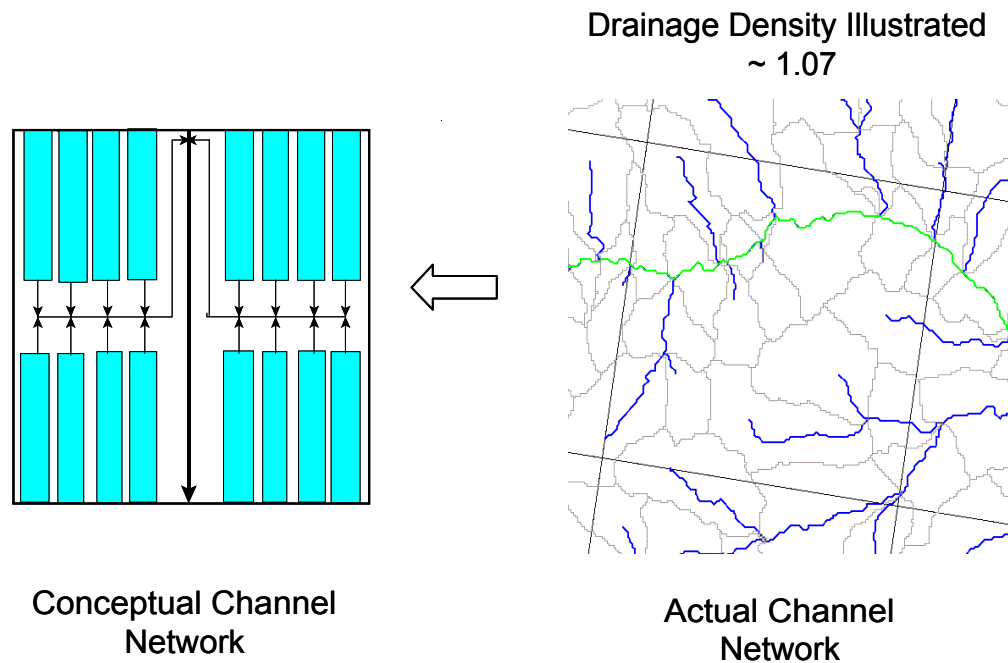


Figure 1. Conceptual hillslopes within a NEXRAD cell (left) and actual drainage areas within a cell (right).

## ATTACHMENT E– PAST PERFORMANCE QUESTIONNAIRE

### 1. Background Information (for person filling out the questionnaire):

<b>First Name:</b>					
<b>Last Name:</b>					
<b>Rank:</b>					
<b>Title:</b>					
<b>Organization:</b>					
<b>Phone:</b>					
<b>Fax:</b>					
<b>E-Mail Address:</b>					
<b>Dates of involvement: (6 month minimum)</b>	<b>From:</b>			<b>To:</b>	

### 2. Contract Information (for the contract involved):

<b>Company:</b>					
<b>Division:</b>					
<b>Contract #:</b>					
<b>Dollar Value:</b>	\$		Million		Thousand
<b>Work:</b>	<b>Complete</b>		<b>Ongoing</b>		
<b>Award date:</b>					
<b>Description of Support:</b>	Please describe the science, technology, and scope of the project. (In addition to describing the end item deliverable, please indicate any significant interim products delivered in the past five years)				
<b>Target Cost:</b>	<b>On</b>	<b>Above</b>	<b>Below</b>	<b>By:</b>	%

<b>Schedule:</b>	<b>On      Ahead      Behind      By:                      Months</b>				

### **3. Performance Survey**

Based on your knowledge of the contract identified above, please provide your assessment of how well the contractor performed on each of the following questions. It is very important to keep in mind that only performance in the ***past three (3) years (after 12/31/99)*** is relevant. If you cannot answer any questions, please indicate with N/A.

<b>Excellent:</b>	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
<b>Good:</b>	Very effective performance, fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies.
<b>Acceptable:</b>	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
<b>Weak:</b>	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas, which adversely affect overall performance.
<b>Inadequate:</b>	Does not meet minimum acceptable standards in any area
<b>Unacceptable:</b>	Unacceptable past performance



### **3.A Technical Performance**

#### **3.A.1. Overall performance in planning and controlling the program.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( ) Inadequate ( ) Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **3.A.2. Quality of services and support provided.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( ) Inadequate ( ) Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **3.A.3. Initiative in identifying and resolving problems (causes and impacts)**

Rating: ( )Excellent ( ) Good ( )Acceptable ( )Weak ( ) Inadequate ( ) Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **3.A.4. Reasonable, timely, and effective contractor-recommended solutions to problems.**

Rating: ( )Excellent ( ) Good ( )Acceptable ( )Weak ( ) Inadequate ( ) Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **3.A.5. Effectiveness of contract administration and company capabilities including resource management efficiency, software management, hardware and software integration and testing, and design and enhancement planning.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( ) Inadequate ( ) Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.A.6. Completeness of system documentation such as system/subsystem configuration, software documentation, and procedures.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.A.7. Contractor's ability to correct performance deficiencies.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.A.8. Contractor timeliness in correcting system problems.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.A.9 Contractor timeliness in providing routine deliverables.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.B. Program Management, Cost Control and Business Relationship**

**3.B.1 Ability to build effective working relationships with associate contractors, subcontractors and the Government in a team environment.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.B.2 Effectiveness of subcontracting.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3.B.3 Effectiveness of small and small disadvantaged subcontracting, did they meet or are meeting their objectives.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3.B.4. Ability to use metrics and other tools to accurately measure and track programs.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3.B.5 Ability to provide qualified personnel resources to fulfill requirements.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3.B.6. Ability to effectively plan efforts, provide realistic cost and schedule estimates, etc.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3.B.7 Ability to control costs and maintain a budget.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3.B.8 Relationship of negotiated cost to actual costs.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3.B.9 Timely, accurate and complete billing/invoice submission.**

Rating: ( )Excellent ( )Good ( )Acceptable ( )Weak ( )Inadequate ( )Unacceptable

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT F- AWARD TERM INCENTIVE

### 1.0 Introduction

This Award Term Incentive is the basis for evaluation of the contractor's performance and for presenting an assessment of that performance to the Term Determining Official (TDO). The evaluation for the number of term points to be awarded will begin at the start of the contract. Award-term contracting is effective when:

- Performance metrics are objective,
- A long-term business relationship is of value to the Government and to the contractor, and
- The expected outcomes are known up front

The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described herein. All TDO decisions regarding the award term points, including, but not limited to, the number of points, if any; the methodology used to calculate the points; the calculation of the points; the contractor's entitlement to the points; and the nature and success of the contractor's performance, are subject to the Disputes Clause. The award term will be provided to the contractor through contract modifications based upon points earned as determined by the TDO.

### 2.0 Organization

The award term organization includes the TDO and an Award Term Review Board (ATRB) consisting of a chairperson, the Contracting Officer, a recorder, other functional area participants, advisory members, and the performance monitors.

### 3.0 Responsibilities

1. Term Determining Official. The TDO approves the award term plan and any significant changes to it. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines the earned award term points for each evaluation period. The TDO appoints the ATRB chairperson.
2. Award Term Review Board Chairperson. The ATRB chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB chairperson briefs the TDO on recommended earned term amounts and the contractor's overall performance and recommends award term plan changes to the TDO.
3. Award Term Review Board. ATRB members review performance monitors' evaluation of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at the earned award term points recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan. An assessment of the contractor's performance will be done on a yearly basis.
4. ATRB Recorder. The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB, and the TDO.
5. Contracting Officer (CO). The CO is the liaison between contractor and government personnel. Subsequent to the TDO decision, the CO evaluates the award term points available and modifies the contract period of performance, if necessary, to reflect the decision.
6. Performance Monitors. Performance monitors maintain written records of the contractor's performance in their assigned evaluation areas so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

#### 4.0 Award Term Processes

1. Available Award Term Points. The earned award term points will be based on the contractor's performance during each evaluation period. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, while an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period.
2. Evaluation Criteria. If the CO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award term evaluation period. Modifications to the plan shall take effect in the next evaluation period.
3. Interim Evaluation Process. Interim evaluations will be conducted at least every six months beginning with the date of contract award. At the discretion of the TDO, interim evaluations may take place more frequently, (e.g., at major milestones). The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the midpoint of the evaluation period. Performance monitors submit their evaluation reports to the ATRB 21 calendar days after this notification. The ATRB determines the interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.
4. End-of-Period Evaluations. The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The contractor presents its self-assessment to the CO within five working days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The self-assessment may not exceed 10 pages. Performance monitors submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. The ATRB forwards copies to the contractor. The performance monitors provide oral presentations to the ATRB. Twenty-one (21) days after the end of the evaluation period. The contractor is then given an opportunity to address the performance monitor evaluations. The ATRB prepares its evaluation report and recommendation regarding earned or unearned award term points. The ATRB briefs the evaluation report and recommendation to the TDO within 30 calendar days after the end of the evaluation period. The TDO determines the overall award term points for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the contractor of the earned award term points and the total cumulative points. Upon the accumulation of sufficient award term points, if a decision is made to issue an award, the CO issues a contract modification within 15 calendar days after the TDO's decision is made authorizing an award extension or reduction based on the earned or unearned award term points.

#### 5.0 Award term Plan Change Procedures

Proposed changes to the Award Term Plan will be bilateral. If either party desires a change to the Award Term Plan and a mutual agreement cannot be reached, the original Award Term Plan will remain in effect.

#### 6.0 Evaluation

The contractor's performance will be evaluated against the established contract level performance metrics and the individual task order performance metrics on task orders completed during the base period or award term year under evaluation.

**ATTACHMENT G- PROPOSED CONTRACT LEVEL PERFORMANCE MEASURES**

<b>Criteria</b>	<b>Required Service</b>	<b>Performance Standard</b>	<b>Monitoring Method/Frequency</b>	<b>Incentives / Disincentives</b>

## ATTACHMENT H – DISCLOSURE OF LOBBYING ACTIVITIES

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i>  (attach Continuation Sheet(s) SF-LLLA, if necessary)		<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>  (attach Continuation Sheet(s) SF-LLLA, if necessary)
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## ATTACHMENT I – LABOR CATEGORIES FOR EVALUATION PURPOSES

These labor categories are to be used for evaluation purposes only. The winning contractor will define their labor categories in task orders or in their commercial or General Services Administration Schedule price list. The purpose of the categories is to allow the Government to perform a fair evaluation of potential contract costs. Offerors are instructed to provide in Section B, fully burdened prices for each of the following labor categories or provide fully burdened commercial or GSA Schedule labor rates that most closely compares to the qualifications presented herein.

### H.1 Program Manager

The Program Manager plans and directs all ongoing, highly technical Programs/tasks that involve hydrologic/ hydrometeorologic forecasting. The manager directs the completion of these tasks within estimated time frames and budget constraints, scheduling and assigning duties to subordinates, interfaces with Government management personnel, including the contracting office, the Contracting Officer's Technical Representative (COTR), and the individual task monitors, reporting both orally and in writing to contractor management and government representatives. The Program Manager must be capable of negotiating and making decisions for the company.

- (1) General experience: Requirements are for 15 years of experience in work of managerial, supervisory or technical nature, including 8 years experience in specifying, designing, developing and applying numerical models in the fields of hydrology, hydraulics, meteorology, or related physical science.
- (2) Education: A BS/BA in hydrology, hydraulics, meteorology, related physical science, or computer science may be substituted for 3 of the 15 years of experience above. A MS/MA in water resources, hydrology, hydraulics, meteorology, related physical science, or computer science may be substituted for one year, and a PhD in water resources, hydrology, hydraulics, meteorology or related physical science may be substituted for one additional year.
- (3) Specialized experience: (The years of specialized experience in some cases can be concurrent)
  - a. Five years of supervisory experience is required, two of which must have been acquired leading a task of five or more persons and include responsibility for task planning, hiring, and personnel task scheduling.
  - b. Five years development experience with one or more of the following hydrologic/hydraulic/meteorologic or physical science numerical modeling techniques is required: numerical model algorithm development, numerical model calibration, data quality control, statistical modeling, data analysis and interpretation, forecast monitoring, and forecast verification.
  - c. Two years experience on programs employing mature numerical modeling practices is desired. This experience should include model design/development, testing, and application; and, all accomplished by appropriate documentation if requested.

### H.2 Senior Water Resources Engineer

A senior water resources engineer applies advanced knowledge and understanding of water resource concepts, principles, and current applications in the use and/or development of water resources numerical modeling technologies. At times, the senior water resources engineer may lead a team of engineers and scientists for the application and/or development of these technologies.

- (1) General experience: Requirements are for 10 years of technical experience in the field of water resources, hydrology, hydraulics, or related physical science.

- (2) Education: A BS/BA in engineering, hydrology, hydraulics or related physical science may be substituted for 3 of the 10 years of experience above. A MS/MA in water resources, hydrology, hydraulics, or related physical science may be substituted for one year, and a PhD in water resources, hydrology, hydraulics, or related physical science may be substituted for one additional year of experience.
- (3) Specialized experience: (The years of specialized experience in some cases can be concurrent)
  - a. Five years development experience with one or more of the following water resources/hydrology/hydraulics or physical science techniques is required: numerical model algorithm development, numerical model calibration, data quality control, statistical modeling, data analysis and interpretation, forecast monitoring, and forecast verification.
  - b. Two years experience developing applications using the FORTRAN or C programming languages is required.
  - c. Two years experience developing software on UNIX workstations using the X-Windows System is desired.
  - d. Two years experience on projects employing mature software for water resource practices is desired. This experience should include model design/ development, testing, and application; and, all accomplished by appropriate documentation if requested.

### H.3 Water Resources Engineer

A water resources engineer applies knowledge and understanding of water resource concepts, principles, and current applications in the use and/or development of water resources numerical modeling technologies. At times, the water resources engineer may work with a team of engineers and scientists for the application and/or development of these technologies.

- (1) General experience: Requirements are for 5 years of technical experience in the field of water resources, hydrology, hydraulics, or related physical science.
- (2) Education: A BS/BA in engineering, hydrology, hydraulics or related physical science may be substituted for 3 of the 5 years of experience above. A MS/MA in water resources, hydrology, hydraulics, or related physical science may be substituted for one year, and a PhD in water resources, hydrology, hydraulics, or related physical science may be substituted for one year of experience.
- (3) Specialized experience: (The years of specialized experience in some cases can be concurrent)
  - a. Two years development experience with one or more of the following water resources/hydrology/hydraulics or physical science techniques is required: numerical model algorithm development, numerical model calibration, data quality control, statistical modeling, data analysis and interpretation, forecast monitoring, and forecast verification.
  - b. One year experience developing applications using the FORTRAN or C programming languages is required.
  - c. One year experience developing software on UNIX workstations using the X-Windows System is desired.
  - d. One year experience on projects employing mature software for water resource practices is desired. This experience should include model design/ development, testing, and application; and, all accomplished by appropriate documentation if requested.

### H.4 Hydraulic Engineer

A hydraulic engineer applies knowledge and understanding of hydraulic and/or river mechanics concepts, principles, and current applications in the use and/or development of hydrologic/hydraulic numerical modeling technologies. At times, the hydraulic engineer may work with a team of engineers and scientists for the application and/or development of these technologies.

- (1) General experience: Requirements are for 5 years of technical experience in the field of water resources, hydrology, hydraulics, or related physical science.
- (2) Education: A BS/BA in engineering, hydrology, hydraulics or related physical science may be substituted for 3 of the 5 years of experience above. A MS/MA in water resources, hydrology, hydraulics, or related physical science may be substituted for one year, and a PhD in water resources, hydrology, hydraulics, or related physical science may be substituted for one year of experience.
- (3) Specialized experience: (The years of specialized experience in some cases can be concurrent)
  - a. Two years development experience with one or more of the following engineering/hydrology/hydraulics or physical science techniques is required: numerical model algorithm development, numerical model calibration, data quality control, statistical modeling, data analysis and interpretation, forecast monitoring, and forecast verification.
  - b. One year experience developing applications using the FORTRAN or C programming languages is required.
  - c. One year experience developing software on UNIX workstations using the X-Windows System is desired.
  - d. One year experience on projects employing mature software for water resource/hydraulic engineering practices is desired. This experience should include model design/development, testing, and application; and, all accomplished by appropriate documentation if requested.

#### H.5 Hydrologist

A hydrologist applies knowledge and understanding of hydrologic concepts, principles, and current applications in the use and/or development of hydrologic numerical modeling technologies. At times, the hydrologist may work with a team of engineers and scientists for the application and/or development of these technologies.

- (1) General experience: Requirements are for 5 years of technical experience in the field of water resources, hydrology, hydraulics, or related physical science.
- (2) Education: A BS/BA in engineering, hydrology, or related physical science may be substituted for 3 of the 5 years of experience above. A MS/MA in water resources, hydrology, hydraulics, or related physical science may be substituted for one year, and a PhD in water resources, hydrology, hydraulics, or related physical science may be substituted for one year of experience.
- (3) Specialized experience: (The years of specialized experience in some cases can be *concurrent*)
  - a. Two years development experience with one or more of the following engineering/hydrology/hydraulics or physical science techniques is required: numerical model algorithm development, numerical model calibration, data quality control, statistical modeling, data analysis and interpretation, forecast *monitoring*, and forecast verification.
  - b. One year experience developing applications using the FORTRAN or C programming languages is required.

- c. One year experience developing software on UNIX workstations using the X-Windows System is desired.
- d. One year experience on projects employing mature software for water resource/hydrologic practices is desired. This experience should include model design/ development, testing, and application; and, all accomplished by appropriate documentation if requested.

## H.6 Senior Hydrometeorologist

A senior hydrometeorologist applies advanced knowledge and understanding of hydrologic/meteorologic concepts, principles, and current applications in the use and/or development of hydrometeorologic numerical modeling technologies. At times, the senior hydrometeorologist may lead a team of engineers and scientists for the application and/or development of these technologies.

- (1) General experience: Requirements are for 10 years of technical experience in the field of water resources, hydrology, meteorology, or related physical science.
- (2) Education: A BS/BA in engineering, hydrology, meteorology or related physical science may be substituted for 3 of the 10 years of experience above. A MS/MA in water resources, hydrology, meteorology, or related physical science may be substituted for one year, and a PhD in water resources, hydrology, meteorology, or related physical science may be substituted for one year of experience.
- (3) Specialized experience: (The years of specialized experience in some cases can be concurrent)
  - a. Five years development experience with one or more of the following hydrometeorological or physical science techniques is required: numerical model algorithm development, numerical model calibration, data quality control, statistical modeling, data analysis and interpretation, forecast monitoring, and forecast verification.
  - b. Two years experience developing applications using the FORTRAN or C programming languages is required.
  - c. Two years experience developing software on UNIX workstations using the X-Windows System is desired.
  - d. Two years experience on projects employing mature software for hydrometeorologic practices is desired. This experience should include model design/ development, testing, and application; and, all accomplished by appropriate documentation if requested.

## H.7 Hydrometeorologist

A hydrometeorologist applies knowledge and understanding of hydrologic/meteorologic concepts, principles, and current applications in the use and/or development of hydrometeorologic numerical modeling technologies. At times, the hydrometeorologist may work with a team of engineers and scientists for the application and/or development of these technologies.

- (1) General experience: Requirements are for 5 years of technical experience in the field of water resources, hydrology, meteorology, or related physical science.
- (2) Education: A BS/BA in engineering, hydrology, meteorology or related physical science may be substituted for 3 of the 5 years of experience above. A MS/MA in water resources, hydrology, meteorology, or related physical science may be substituted for one year, and a PhD in water resources, hydrology, meteorology, or related physical science may be substituted for one year of experience.
- (3) Specialized experience: (The years of specialized experience in some cases can be concurrent)
  - a. Two years development experience with one or more of the following hydrometeorological or physical science techniques is required: numerical model algorithm development, numerical model calibration, data quality control, statistical modeling, data analysis and interpretation, forecast monitoring, and forecast verification.
  - b. One year experience developing applications' using the FORTRAN or C programming languages is required.

- c. One year experience developing software on UNIX workstations using the X-Windows System is desired.
- d. One year experience on projects employing mature software for hydrometeorologic practices is desired. This experience should include model design/ development, testing, and application; and, all accomplished by appropriate documentation if requested.

#### H.8 Software Engineer

The Software Engineer will perform design, programming, documentation, and implementation of applications, which may require knowledge of management information systems, scientific applications, and related ADP systems concepts for effective development and deployment of software modules. The Software Engineer directs and participates in all phases of software development with emphasis on the analysis, coding, testing, documentation, and acceptance phases. They design and prepare technical reports and documentation to record results and may be required to serve as task leader on a moderately complex combination of one or more delivery orders. The following knowledge may be required: a variety of data base management systems both on the microcomputer and mainframe systems; a variety of communications protocols; a variety of spread sheets packages; a variety of programming languages; and a variety of hardware including MacIntosh, HP Workstations, and mainframes.

- (1) General experience: Requirements are for 5 years of technical experience, including 1 year experience in specifying, designing, and developing applications software in the fields of water resources, hydrology, hydraulics, or related physical science.
- (2) Education: A BS/BA in engineering, physical science or computer science may be substituted for 3 of the 5 years of general experience above. A MS/MA in water resources, hydrology, hydraulics, physical science, or computer science may be substituted for one additional year.
- (3) Specialized experience: (The years of specialized experience in some cases can be concurrent)
  - a. Two years development experience with one or more of the following hydrologic/hydrometeorological or physical science techniques is required: quality control, analysis and interpolation, graphics generation, image processing , numerical modeling, statistical modeling, graphical forecast editing, product formatting, forecast monitoring, and forecast verification.
  - b. Two years experience developing applications using programming languages including FORTRAN, C, C++, and Java is required.
  - c. Two years experience developing software on UNIX workstations using the X-Windows System is desired.
  - d. Two years experience on projects employing mature software engineering practices is desired. This experience should include software-design reviews, code walkthroughs, and test planning.

#### H.9 Application Programmer

The Application Programmer will perform design, programming, documentation, and implementation of applications which may require knowledge of management information systems, scientific applications, and related ADP systems concepts for effective development and deployment of software modules. The Application Programmer participates in all phases of software development with emphasis on the analysis, coding, testing, documentation, and acceptance phases. They design and prepare technical reports and documentation to record results and may be required to serve as task leader on a moderately complex combination of one or more delivery orders. The following knowledge may be required: a variety of data base management systems both on the microcomputer and mainframe systems; a variety of communications protocols; a variety of spread sheets packages; a

variety of programming languages; and a variety of hardware including MacIntosh, HP Workstations, and mainframes.

- (1) General experience: Requirements are for 2 to 5 years of demonstrated software development experience and experience with C programming.
- (2) Education: A BS/BA in engineering, physical science or computer science may be substituted for 3 of the 5 years of general experience above. A MS/MA in water resources, hydrology, hydraulics, physical science, or computer science may be substituted for one additional year.
- (3) Specialized experience: (The years of specialized experience in some cases can be concurrent)
  - a. Two years development experience with one or more of the following hydrologic/hydrometeorological or physical science techniques is required: quality control, analysis and interpolation, graphics generation, image processing , numerical modeling, statistical modeling, graphical forecast editing, product formatting, forecast monitoring, and forecast verification.
  - b. Two years experience developing applications using the C or FORTRAN programming languages is required.
  - c. Two years experience developing software on UNIX workstations, C++, Java, and GUI development using X-windows/motif is desired.
  - d. Two years experience on projects employing software engineering practices is desired. This experience should include software-design reviews, code walkthroughs, and test planning.

#### H.10 GIS Programmer

The GIS Programmer will perform design, programming, documentation, and implementation of applications which may require knowledge of management information systems, scientific applications, and related ADP systems concepts for effective development and deployment of GIS software applications and websites. The GIS Programmer participates in all phases of software development with emphasis on the analysis, coding, testing, documentation, and acceptance phases. They design and prepare technical reports and documentation to record results and may be required to serve as task leader on a moderately complex combination of one or more delivery orders. The following knowledge may be required: a variety of data base management systems both on the microcomputer and mainframe systems; a variety of communications protocols; a variety of spread sheets packages; a variety of programming languages; and a variety of hardware including MacIntosh, HP Workstations, and mainframes.

- (1) General experience: Requirements are for 1 to 2 years of demonstrated GIS and web software development experience.
- (2) Education: A BS/BA in computer science may be substituted for 1 year of general experience above. A MS/MA in computer science may be substituted for one additional year.
- (3) Specialized experience: (The years of specialized experience in some cases can be concurrent)
  - a. One year experience developing applications using ArcView is required.
  - b. One year experience developing software with VisualBasic7, Dreamweaver, and Flash is desired.
  - c. One year experience on projects employing software engineering practices is desired. This experience should include software-design reviews, code walkthroughs, and test planning.

#### H.11 Science Service Analyst



The Science Service Analyst provides work of a technical, specialized or support nature for transforming forecasts into information for appropriate user action. The position requires a practical understanding of the objectives, policies or procedures of weather, water and climate forecasting. The Science Service Analyst's work does not require full-professional competence in the theories, principles, and concepts of river, flood or drought forecasting.

- (1) General experience: Requirements are for 5 years of demonstrated social science data gathering and analyses experience, preferably associated with a physical science.
- (2) Education: A PhD in social science may be substituted for 3 of the 5 years of general experience above. A MS/MA in social science may be substituted for one additional year.
- (3) Specialized experience: Two years of experience associated with data gathering and analyses for a physical science. (The years of specialized experience can be concurrent.)

#### H.12 Graphics Specialist

The Graphics Specialist function is to meet the needs for high quality graphics. These activities can include the assistance or coordination of documentation layouts, including report cover designs; icons or clip-art; the use of colors, fonts, shading, sound, and animation; and, advising on reproduction of published graphics.

- (1) General experience: Requirements are for 2 years of visual graphics production experience, including an understanding of MacIntosh and PC hardware and software capabilities to generate graphics.
- (2) Education: A High School diploma plus visual graphics production training from an accredited institution. An Associates degree in graphics art may be substituted for 1 of the 2 years of general experience above.